

Panaji, 13th April, 2023 (Chaitra 23, 1945)

SERIES II No. 2

# OFFICIAL GOVERNMENT OF GOA GAZETTE

PUBLISHED BY AUTHORITY

*Note:- There is one Extraordinary issue to the Official Gazette, Series II No. 1 dated 06-04-2023 namely, Extraordinary dated 08-04-2023 from pages 29 to 37 regarding Orders and Notifications from Goa State Election Commission.*

## GOVERNMENT OF GOA

Department of Agriculture  
Directorate of Agriculture

### Order

No. 2/14/95/Agri(Part)/Vol-II/40

Government is pleased to order the transfer and post Shri Mahesh L. Kankonkar, Assistant Agricultural Officer, Zonal Agriculture Office, Margao, Group 'B' Gazetted against the newly created post of Assistant Agriculture Officer, Zonal Agriculture Office, Marmugao under the B.H. "2401-00-001-01-01 Salaries, with immediate effect.

This is issued with the approval of Government vide entry No. 826 dated 19-01-2023.

By order and in the name of the Governor of Goa.

*Nevil Alphonso*, Director (Agriculture) & ex officio Jt. Secretary.

Tonca, Caranzalem, 5th April, 2023.

Department of Archives

### Order

No. 9/12/8/EDN/2020/Part file-AAGR(I)/05

Read: Memorandum No. 9/12/8/EDN/2020/Part File-AAGR(I)/2287 dated 17-02-2023.

On the recommendation of Goa Public Service Commission vide letter No. COM/1/5/4(1)/2016/439

dated 18th January, 2023, Ms. Dolvyn Saviona Braganza is appointed on temporary basis to the post of Assistant Archivist Grade I, Group 'B' Gazetted in the Department of Archives, Government of Goa in the Pay Scale of PB-2, Level-6 (Rs. 9300-34800+Grade Pay 4200) with immediate effect.

Ms. Dolvyn Saviona Braganza has been declared fit by the Medical Board of Goa Medical College forwarded vide letter No. 4/105/85-H/GMC/2023/220 dated 23-03-2023. Further, her character and antecedents have been verified by the concerned authority and communicated that nothing adverse is reported against her.

Ms. Dolvyn Saviona Braganza will be on probation for a period of two years.

The expenditure on her pay and allowances shall be debited to the Budget Head of Accounts as follows.

Demand No. 45

2205—Art and Culture;

00—

104—Archives;

01—Archives Department (NP);

01—Salaries.

By order and in the name of the Governor of Goa.

*Dipak M. Bandekar*, Director (Archives)/ex officio Additional Secretary.

Panaji, 3rd April, 2023.

Department of Civil Supplies and Consumer Affairs

### Corrigendum

No. DCS/ADCS/CC/DCPC/115/2022-23/73

Read: Notification No. DCS/ADCS/CC/DCPC/115/2022-23/2396 dated 19-10-2022.

In the above read Notification, the Column No. 2 at Sr. No. 5 under the Members of District Consumer

Protection Council, North Goa and under the Members of District Consumer Protection Council, South Goa, may be read as "Scientist E/Director and Head, Bureau of Indian Standards, Southern Region (Hubli Branch Office), Karnataka and Column No. 2 at Sr. No. 27 under the Members of District Consumer Protection Council, North Goa, may be read as "Officer In charge-All India Radio, Panaji".

Rest of the contents of the said notification remains unchanged.

By order and in the name of the Governor of Goa.

*Gopal A. Parsekar*, Director (Civil Supplies and Consumer Affairs) & ex officio Joint Secretary.

Panaji, 10th April, 2023.

**Department of Co-operation**  
Office of the Registrar of Co-operative Societies

**Order**

No. 3-20-2004/EST/RCS/17

In exercise of the powers conferred under Section 11 of the Transgender Persons (Protection of Rights) Act, 2019 (Central Act No. 40 of 2019), the Deputy Registrar of Co-operative Societies (Admn.) of this Department is hereby designated as "Complaint Officer" to deal with complaints relating to violation of the provisions of the said Act.

Given under the seal of this office.

*Vishant S. N. Gaunekar*, Registrar (Co-operative Societies).

Panaji, 4th April, 2023.

**Order**

No. 9-26-2023/EST/RCS/5093

Read: 1. Order No. 43/2/2005/TS/RCS/1246 dated 26-06-2018.

2. Order No. 43/2/2005/TS/RCS/5931 dated 11-03-2020.

In supersession of the Orders read above and all earlier orders to that effect and in exercise of the powers conferred under sub-sections (1) and (2) of Section 5 of the Right to Information Act, 2005 (Central Act 22 of 2005), I, the undersigned Registrar of Co-operative Societies, Government of Goa do hereby designate the following Officers as the Public Information Officers (P.I.O.), Assistant Public Information Officers (A.P.I.O.) and the First Appellate Authority (F.A.A.) in the respective offices for respective subjects/ wings/sections as below.

Sr. No.	Name & Address of the Office/ /Public Authority	Particular Wing/ /Section/Branch of the office	Public Information Officer (P.I.O.) designated	Assistant Public Information Officer (A.P.I.O.) designated	First Appellate Authority (F.A.A.) designated
1	2	3	4	5	6
1.	O/o. the Registrar of Co-operative Societies, Sahakar Sankul, 4th & 5th Floors, Patto Plaza, Panaji, Goa	Establishment Section	Superintendent	Head Clerk	Deputy Registrar of Co-operative Societies (Admin).
2.	O/o. the Registrar of Co-operative Societies, Sahakar Sankul, 4th & 5th Floors, Patto Plaza, Panaji, Goa	Accounts Section	Assistant Accounts Officer	Accountant	Deputy Registrar of Co-operative Societies (Admin).
3.	O/o. the Registrar of Co-operative Societies, Sahakar Sankul, 4th & 5th Floors, Patto Plaza, Panaji, Goa	Planning Section	Asstt. Registrar of Co-operative Societies (Wing V)	Co-operative Officer posted in Wing V	Deputy Registrar of Co-operative Societies (Tech.).

1	2	3	4	5	6
4.	O/o. the Registrar of Co-operative Societies, Sahakar Sankul, 4th & 5th Floors, Patto Plaza, Panaji, Goa	Wing-I	Asstt. Registrar of Co-operative Societies (Wing I)	CO-II and CO-IV	Deputy Registrar of Co-operative Societies at Head Office who is the District Level Incharge (D.L.I.) of respective Zonal Offices under concerned Wing.
5.	O/o. the Registrar of Co-operative Societies, Sahakar Sankul, 4th & 5th Floors, Patto Plaza, Panaji, Goa	Wing-II	Asstt. Registrar of Co-operative Societies (Wing II)	CO-I	Deputy Registrar of Co-operative Societies at Head Office who is the District Level Incharge (D.L.I.) of respective Zonal Offices under concerned Wing.
6.	O/o. the Registrar of Co-operative Societies, Sahakar Sankul, 4th & 5th Floors, Patto Plaza, Panaji, Goa	Wing-III	Asstt. Registrar of Co-operative Societies (Wing III)	CO-II	Deputy Registrar of Co-operative Societies at Head Office who is the District Level Incharge (D.L.I.) of respective Zonal Offices under concerned Wing.
7.	O/o. the Registrar of Co-operative Societies, Sahakar Sankul, 4th & 5th Floors, Patto Plaza, Panaji, Goa	Wing-IV	Asstt. Registrar of Co-operative Societies (Wing IV)	CO-III	Deputy Registrar of Co-operative Societies at Head Office who is the District Level Incharge (D.L.I.) of respective Zonal Offices under concerned Wing.
8.	O/o. the Registrar of Co-operative Societies, Sahakar Sankul, 4th & 5th Floors, Patto Plaza, Panaji, Goa	Wing-V	Asstt. Registrar of Co-operative Societies (Wing V)	CO-V	Deputy Registrar of Co-operative Societies at Head Office who is the District Level Incharge (D.L.I.) of respective Zonal Offices under concerned Wing.
9.	O/o. the Assistant Registrar of Co-operative Societies, ABN/EXE,	In respect of all ABN/EXE cases pertaining to	Asstt. Registrar of Co-operative Societies, ABN/EXE,	Seniormost Senior Auditor	Deputy Registrar of Co-operative Societies/District

1	2	3	4	5	6
	North Goa District, Sahakar Bhavan, Curti, Ponda, Goa	North Goa District	North Goa District	posted at ABN/EXE Section	Level Incharge (D.L.I.) (North).
10.	O/o. Assistant Registrar of Co-operative Societies, ABN/EXE, South Goa District, Quarters C-2, C-3 and C-4, SIP Bldg., PWD Complex, Fatorda, Margao, Goa & part section housed at WRD premises in Sy. No. 31/6, village Navelim at St. Pedro Moll, Mandop, Salcete, Goa	In respect of all ABN/EXE cases pertaining to South Goa District	Asstt. Registrar of Co-operative Societies, ABN/EXE, South Goa District	Seniormost Senior Auditor posted at ABN/EXE section	Deputy Registrar of Co-operative Societies/District Level Incharge (D.L.I.) (South).
11.	O/o. Assistant Registrar of Co-operative Societies, Camp Court, (VPK Urban Co-op. Credit Society Ltd.), Ponda, Goa	In respect of all information pertaining to Co-operative Societies held at Camp Court Office under the provisions of the Goa Co-operative Societies Act, 2001 and Rules framed thereunder	Asstt. Registrar of Co-operative Societies, Camp Court, (VPK Urban Co-op. Credit Society Ltd.), Ponda	Seniormost Senior Auditor or Junior Auditor deployed (if any)	Dy. Registrar of Co-operative Societies/District Level Incharge (D.L.I.) (South).
12.	O/o. Assistant Registrar of Co-operative Societies, Camp Court (Goa Urban Co-op. Bank Ltd.), Panaji- Goa	In respect of all information pertaining to Co-operative Societies held at Camp Court Office under the provisions of the Goa Co-operative Societies Act, 2001 and Rules framed thereunder	Assistant Registrar of Co-operative Societies, Camp Court (Goa Urban Co-op. Bank Ltd.), Panaji, Goa	Senior most Sr. Auditor or Junior Auditor deployed (if any)	Dy. Registrar of Co-operative Societies/District Level Incharge (D.L.I.) (North).
13.	O/o. Assistant Registrar of Co-operative Societies, Camp Court (Madgaon Urban Co-op. Bank Ltd.), Margao	In respect of all information pertaining to Co-operative Societies held at Camp Court Office under the provisions of the Goa Co-operative Societies Act, 2001 and Rules framed thereunder	Assistant Registrar of Co-operative Societies, Camp Court (Madgaon Urban Co-op. Bank Ltd.), Margao	Seniormost Sr. Auditor or Junior Auditor deployed (if any)	Dy. Registrar of Co-operative Societies/ District Level Incharge (D.L.I.) (South)
14.	O/o. Assistant Registrar of Co-operative Societies, Camp Court (Goa State	In respect of all information pertaining to Co-operative Societies held at Camp Court Office under the	Assistant Registrar of Co-operative Societies, Camp Court (Goa State Co-op. Housing	Seniormost Sr. Auditor or Junior Auditor deployed	Dy. Registrar of Co-operative Societies/District Level Incharge (D.L.I.) (North).

1	2	3	4	5	6
	Co-operative Housing Finance & Federation Ltd.), Panaji	provisions of the Goa Co-operative Societies Act, 2001 and Rules framed thereunder	Finance & Federation Ltd., Panaji	(if any)	
15.	O/o. Assistant Registrar of Co-operative Societies, CADA Cell, WRD Complex, Gogal, Margao, Goa	In respect of all information pertaining to Co-operative Societies held at CADA Cell Office under the provisions of the Goa Co-operative Societies Act, 2001 and Rules framed thereunder	Assistant Registrar of Co-operative Societies, CADA, Gogal, Margao, Goa	Seniormost Sr. Auditor or Junior Auditor deployed (if any)	Dy. Registrar of Co-operative Societies (Admn.)/ District Level Incharge (South).
16.	O/o. the Registrar of Co-operative Societies Sahakar Sankul, 4th & 5th Floors, Patto Plaza, Panaji, Goa	In respect of all information pertaining to Co-operative Societies held by any a) Registrar's Nominees b) Auditors on panel of Auditors c) Reconciliators d) Administrators e) Liquidators Other such persons or a committee appointed or constituted by the Registrar under the provisions of the Goa Co-operative Societies Act, 2001 and Rules framed thereunder	Officer who is Wing Incharge of concerned Society at Head Office to whom the information relates. Such Officer shall procure the information from concerned person and furnish to the applicant	Co-operative Officer of the respective Wing under which the Society concerned relates	Deputy Registrar of Co-operative Societies at Head Office who is the District Level Incharge (D.L.I.) of respective Zonal Offices under concerned Wing.

Given under the seal of this office.

Vishant S. N. Gaunekar, Registrar (Co-operative Societies).

Panaji, 31st March, 2023.

#### Order

No. 9-26-2023/EST/RCS/5094

Read: 1. Order No. 43/2/2005/TS/RCS/1246 dated 26-06-2018.

2. Order No. 43/2/2005/TS/RCS/5931 dated 11-03-2020.

In supersession of the Orders read above and all earlier orders to that effect and in exercise of the powers conferred under sub-sections (1) and (2) of Section 5 of the Right to Information Act, 2005 (Central Act 22 of 2005), I, the undersigned Registrar of Co-operative Societies, Government of Goa do hereby designate the following Officers as the Public Information Officers (P.I.O.), Assistant Public

Information Officers (A.P.I.O.) and the First Appellate Authority (F.A.A.) in the respective offices for respective subjects/wings/sections as below.

Sr. No.	Name & address of the Office/ /Public Authority	Particular Wing/ /Section/Branch of the office	Public Information Officer (P.I.O.) designated	Assistant Public Information Officer (A.P. I.O.) designated	First Appellate Authority (F.A.A.) designated
1	2	3	4	5	6
1.	O/o. Assistant Registrar of Co-operative Societies, Bicholim Zone, "Aai" building Karapur Tisk, Sankhali, Goa	1) Establishment Administration Accounts Sections of the Zonal Office 2) All residuary matters of Zonal office not specifically covered under other PIOs  In respect of all information pertaining to Co-operative Societies held at Zonal office under the provisions of the Goa Co-operative Societies Act, 2001 and Rules framed thereunder  In respect of all information pertaining to Co-operative Societies held by any a) Registrar's Nominees b) Auditors on panel of Auditors c) Reconciliators d) Administrators e) Liquidators Other such persons or a committee appointed or constituted by the Registrar under the provisions of the Goa Co-operative Societies Act, 2001 and Rules framed thereunder	Assistant Registrar of Co-operative Societies who is the Head of Office incharge of Zonal Office  Officer who is Unit Incharge of concerned Society at Zonal Office  Officer who is Unit Incharge of concerned Society at Zonal Office to whom the information relates	Head Clerk  Officer/Official who is sub-unit Incharge of concerned Society at Zonal Office  Officer/Official who is sub-unit Incharge of concerned Society at Zonal Office to whom the information relates	Deputy Registrar of Co-operative Societies (Admin.), Head Office, Panaji.  Deputy Registrar of Co-operative Societies at Head Office who is the District Level Incharge (D.L.I.) of respective Zonal Office.  Deputy Registrar of Co-operative Societies at Head Office who is the District Level Incharge (D.L.I.) of respective Zonal Office.

Given under the seal of this office.

Vishant S. N. Gaunekar, Registrar (Co-operative Societies).

Panaji, 31st March, 2023.



**Notification**

No. 18/11/2016/SUC/TS/RCS/5100

- Read: 1. Notification No. 3/3/Urban Credit/TS II/PZ/2017/RCS/Suppl.5306 dated 10-02-2020.
2. Order No. 18/11/2016 SUC/TS/RCS/1803 dated 19-08-2020.
3. Order No. 18/11/2016 SUC/TS/RCS/971 dated 12-07-2021.
4. Notification No. TS-II/SZ/2017/RCS/Vol/I/1721 dated 25-08-2022.
5. Letter No. SUCSSL/40/22-23/141 dated 31-12-2022.

Whereas vide Notification at read at Sr No. 1 above issued by the Government exercising the powers under Section 126 A of the Goa Co-operative Societies Act, 2001 (Goa Act 36 of 2001) (hereafter referred to as 'Act'), the provision of sub-section (1) of Section 91 D of the Act was modified and the Registrar of Co-operative Societies was authorized to appoint Officers of Co-operative Credit Societies, V.K.S.S. Societies having credit counters and Multipurpose Societies as Recovery Officer/Sale Officer upon receipt of individual proposals subject to the terms and conditions as may be incorporated in the Order.

And whereas vide Order read at Sr. No. 2 above issued by the Registrar of Co-operative Societies, the General Manager of the Sada Urban Co-operative Credit Society Ltd., [Reg. No. 8-RES-(a)-94/South-/2000] with registered office as Headland Sada, Mormugao-Goa was delegated with the powers to recover certain sums by attachment and sale of property vested in Registrar of Co-operative Societies under Section 91 D of the Act, read with Rule 124 of the Goa Co-operative Societies Rules, 2003, subject to the following conditions:-

1. The Officer appointed and delegated with the powers of Sales-cum-Recovery Officer shall work under the general guidance, superintendence and control of the Asstt. Registrar of Co-op. Societies, Arbitration/Execution, South Goa District, Margao-Goa.
2. The Board of Directors of the society shall be fully responsible along with the Chief Executive Officer for any acts in contravention of the Act, Rules and Bye-Laws.
3. The Board of Directors shall review the performance of the General Manager every month and ensure compliance.

And whereas the said delegation of powers was in force till 31-03-2021 which was further extended vide order read at Sr. No. 3 and the notification read

at Sr. No. 4 above for a period of one year from 01-04-2021 to 31-03-2022 and from 01-04-2022 to 31-03-2023 respectively.

And whereas vide letter read at Sr. No. 5 above, the Chairman of the Sada Urban Co-operative Credit Society Ltd., Mormugao, Goa has informed that due to the resignation of Mr. Pratosh Lotlikar, the General Manager of the Said Society, the Society in a Board meeting held on 29-12-2022 has resolved to appoint the Asst. General Manager, Mr. Augustine Fernandes to act as Sale-cum-Recovery Officer for their society in place of Mr. Pratosh Lotlikar.

Now, therefore in exercise of the powers conferred upon undersigned under Section 123B of the Goa Co-operative Societies Act, 2001 read with Notification read at ref. No. 1 above, the powers so delegated to the General Manager of the Sada Urban Co-operative Credit Society Ltd., Mormugao-Goa are hereby delegated to Mr. Augustine Fernandes, Asst. General Manager of the said society with effect from 29-12-2022 i.e. the date of board resolution to 31-03-2023.

All the terms and conditions mentioned in the Order referred to at Sr. No. 2 above shall continue to apply. The undersigned reserves the right to withdraw this Order at any stage without assigning any reasons.

Given under the seal of this office.

**Vishant S. N. Gaunekar**, Registrar (Co-operative Societies).

Panaji, 28th March, 2023.

Department of Education, Art & Culture  
Directorate of Education

**Order**

No. Acad/Bar/Take-Over/STBHS/870

Read: Show Cause Notice No. Acad/MGT/21/-Bardez/98/1926 dated 25-08-2022.

Whereas, the above referred show cause notice was sent to the Chairman of the School Managing Committee of St. Thomas Boys High School, Aldona, Bardez-Goa.

And whereas, the Chairman of the School Managing Committee replied for the same vide email of 11-10-2022 under the caption of Preliminary reply in continuation with my letter dt. 4-10-2022 for Show Cause letter dated 25-08-2022 and 26-09-2022 while awaiting a copy of the complaints and the proof official letter via email. The contents of the reply is as under:-

1. We are in receipt of your subject show cause notice and at the outset deny each and every allegation made therein.

2. The Fransalians manage over 150 schools throughout the world for over hundred years under Fransalian Education Societies and the management is committed to the welfare of the student communities.

3. St. Thomas Boys High School, Aldona, Goa is one of those Christian Minority Schools which is directly under the President/Provincial Superior along with the Governing Body of Fransalian Education Society, Goa.

4. As a preliminary submission, it is stated that the Show Cause Notice issued by your office is itself beyond jurisdiction under the Goa, Daman and Diu School Education Act and Rules, 1984 (hereinafter referred to as the "Act") as under Section 20 of the Act, the authority to take over the management of a school is vested in the Administrator of the union territory. It is submitted that in the present time, the position of the Administrator of the union territory will correspond to that of the Hon'ble Governor of the state and therefore the Directorate of Education does not have any power to invoke Section 20 of the Act.

5. Further, the grounds taken, as mentioned in the Show Cause Notice do not satisfy the ingredients of Section 20 of the Act. Neither is there any explanation of how the provisions of Section 20 are attracted to the matter at hand nor is there any material on record before this Authority for it is to exercise any jurisdiction under Section 20.

6. Furthermore, the show cause notice issued by your office states that the conditions mentioned in sub-clauses (i), (ii), (iii) and (iv) of Section 20 of the Act are attracted in the present case however, there is no explanation as to how the said sub-clauses are applicable in the present case. There are no details in the show case notice as to how the managing committee or manager of the school have contravened any provision of this Act or any rule or order made thereunder, has neglected to perform any duty or obligation imposed on it by or under this Act, has mismanaged the affairs of the school or misappropriated or misapplied any money standing to the credit of any fund of the school, and has managed the affairs of the school in a manner prejudicial to the public interest which are the predicates of sub-clause (i), (ii), (iii) and (iv) of Section 20 of the Act. Therefore, it is stated that Section 20 of the Act cannot be invoked in the present matter.

7. Moreover, the threshold to invoke Section 20 of the Act is quite high. The Hon'ble Bombay High Court has held in *St. Anthony's High School Trust & anr. V. State of Goa & anr.* (1996) 5 Bom CR 33 "14 .... Before an action under Section 20 can be justified not only one or the other of the seven grounds appearing in Section 20 have to be made good, but also it has to be found that the action of taking over the management is expedient in public interest or in the interest of the school education or in order to secure the proper management of the school. It is only when both these ingredients are held to have been satisfied that an action of taking over management under Section 20 of the Act can be justified".

8. As stated earlier, the show cause notice issued by you gives no explanation as to how the taking over of the management of the school is expedient in public interest or in the interest of the school education or any corroboration of improper management of the school by the manager of the society.

9. We had forwarded letter dated 22-07-2022 to your Department of Education requesting the approval of the new members of School Managing Committee, though the same is not mandatory under the Act. We had even sent reminders and till date we have not received any reply from the Department of Education. That is the reason I was surprised to receive the Show Cause Notice. Please furnish the approved list of the new School Managing Committee. The selective delay of the Directorate of Education for the approval of the School Managing Society of St. Thomas Boys High School is also not allowing the Management to function effectively.

10. Please note that neither the Chairman of the School Managing Committee nor the President/Provincial Superior of St. Thomas Boys High School under Fransalian Education Society, Goa has received any such complaints as stated by your show cause notice.

11. The complaints against the Management are fabricated, misleading, malicious and a conspiracy of the Headmaster Fr. Valerian Carvalho in order to derail the internal inquiry and pending decision by the Society against Fr. Valerian Carvalho for his various gross misconduct, massive financial irregularities and abuse of power which have been received various times by the Chairman of the School



and your office respectively and for the same the directive was issued on 11-07-2021 and the same copy of the letter was issued to your office of the Directorate.

12. I strongly agree with you that lives of the students should not be endangered. All repairs and maintenance must be done and students should have safe environment to study and it is the foremost priority of the present Management.

13. I would like to state that so far, the Headmaster had not communicated with me regarding the school repairs and maintenance, until recently, I had no knowledge of the repair works that need to be done. The Headmaster has to learn the chain of communication. He has been misleading the Department of Education and maligning the name of the Society.

14. The letters addressed (showcause notice) to the Chairman of the School Managing Committee were criminally kept with Fr. Valerian Carvalho for over a month without sending to the Chairman of the School Managing Committee of St. Thomas Boys High School, Aldona not returning to the Directorate of Education if the Headmaster pretended of not knowing the address.

15. As per the letter dated 26-06-2021 by the Manager, the Headmaster has repeatedly threatened, intimidated and publicly insulted the Manager several times and did not allow the Manager to exercise his responsibilities.

16. A new Manager was appointed on 27-09-2022 for salary related works and consequent to his appointment, the new Manager visited the St. Thomas Boys High School, Aldona, several times for the salary related works of the staff but the office staff did not oblige the new Manager (Letters dated 03-10-2022 and on 08-10-2022 which was also duly communicated to the Director of Education). The investigation on the deliberate delay of the respective office staff or by the Headmaster is under process.

17. In the above context, the Management strongly protests and believes that Fr. Valerian misleadingly and maliciously campaigned against the Management in order to derail the internal inquiry and decision making process of the Fransalian Education Society against the criminal activities of Fr. Valerian Carvalho.

18. The President/Provincial Superior of St. Thomas Boys High School, Aldona under Fransalian Education Society, Goa has not received any such complaints dated 27-07-2022.

19. The Chairman of the School Managing Committee of St. Thomas Schools has not received any such complaint letter as dated 27-07-2022.

20. We assure you that as soon as the Chairman of School Managing Committee or the President/Provincial Superior of the Fransalian Education Society, Goa receives the copy of the complaint letter dated 11-07-2022 and the proofs of leaking roof, the Management will do the immediate repairs if there are any. (Kindly note the Common Office for all St. Thomas Schools under Fransalian Education Society, St. Thomas Higher Secondary School, Aldona, Bardez, Goa.

21. It is a criminal intention of the Headmaster Fr. Valerian that maintenance grants have not been properly utilized:

- a. The Headmaster never handed over the keys of the school campus to the Manager to exercise his duties as the Manager, until just recently, on 1st of November, 2022, a small bunch of about 5 keys were handed over to him, though not all the keys of the school. The Manager was always locked out of the school campus and could not do the maintenance work during the school holidays or whenever the children were out of the school keeping in mind the safety of the children during any major works.
- b. As per the directives of the School Chairman, the maintenance records and service conditions of the school were not handed over by the Headmaster for maintenance of the school (cf r. Letter dated 30-05-2022).
- c. The Manager twice asked the Headmaster on 30-05-2022 and on 12-08-2022 and also asked him to transfer the rent money for the maintenance of the school, but the Headmaster never obliged to transfer the rent money from the maintenance grants.
- d. The account of the Maintaining Society, Aldona Fransalian Society, and few other accounts were criminally frozen by Fr. Valerian Carvalho on 24-10-2019 on his frivolous reasons and thus the Headmaster criminally did not allow the Management to maintain the school.
- e. The Headmaster was asked several times to unfreeze the account of the Managing Society in order to legally carry out the maintenance works of the school by the Management but the Headmaster did not keep the interest of the students, school and the society in mind.

f. The Bank details reveal that the Manager has always obliged the daily maintenance of the school by regularly supplying the fund. The Headmaster's reason of borrowing money from others is only a lie to divert the attention from his unlawful activities in the school in name of borrowing which needs a prior permission as per the directives of the Chairman dated 11-07-2021.

g. It is the endeavour of the Management to carry out all necessary maintenance including repairs out of the rent amount received, however hurdles are being placed by the Headmaster towards this work for reasons best known to him. Quotations/estimates need to be obtained from Engineers/Contractors who need to inspect the premises. While the Manager is not interfering in the administrative & academic work of the Headmaster/School, the Manager faces bottlenecks in discharge of his duties especially towards maintenance. The Manager is made a stranger in the school owned by his Management. The last letter written by Manager to Headmaster for transfer of maintenance grants to Society for purpose of taking up repairing work was dated 12-08-2022 but the Headmaster did not transfer the maintenance fund when it was required for the repairs.

22. Allegations on non-appointment of Teachers etc. is totally denied as per the complaints of the Headmaster.

a) The letter dated 11-07-2022 of Fr. Valerian Carvalho is not available to the Management. However, taking what is considered in para 2 of your letter, it is denied that the Management is not co-operating and/or acting on pressing issues faced by the school.

b) As per various complaints, the Headmaster has always interfered in the works of the Manager. The complaints reveal that the Headmaster himself unlawfully prepared the documents without any prior permission from the Manager on the recruitment of the staff and threatened the Manager to sign the documents of new staff without any procedure.

c) We promise you to look into all the appointments for which NOC has been obtained. The process of appointment and recruiting of the staff is already in motion and will be completed at the earliest.

23. It is denied that the Management has not arranged for consumables, stationery etc. necessary for running of the school. The Manager has been

issuing cheques periodically for this purpose, details of some cheques No. 893944-893947, 535341-50). However, neither the bills nor copies nor the accounts were submitted by the school staff/Headmaster to the Manager for his records and accounting until recently. Just before the last date of hearing, the Headmaster was handed over certain audited statements and bills to the present Manager, Fr. Winston Barboza, on 1st of November, 2022 and the Management is in the process of going through the bills and clearing the same.

24. Question of Renewal of Contract staff: The Headmaster never allowed the Manager to exercise his responsibilities but only threatened the Manager to sign the documents without following any procedures.

25. Concerning NOC for permanent as well as temporary: As per the written directives of the Chairman of St. Thomas Boys High School dated 11-07-2021, the Headmaster interfered in the work of the school and did not seek the written permission of the Chairman in order to effect the appointment of the staff.

26. On the malicious allegation of presently roof is leaking etc.:

a. Although repairs to school building had been carried out extensively in the past but the Headmaster never handed over the service agreements of past ones who did the work in the past for better follow up by the Management and hence, there is a real conspiracy in the sudden leaking of the roof of the school building.

b. Though the school belonged to the Management, the Headmaster refused to give the keys of school in order to inspect and initiate the repair works in the absence of the students. Only recently did he hand over a small bunch of 5 keys on 1st November, 2022.

c. The Headmaster never gave the keys of the building to the Manager to inspect the building through the experts and never shown any places of repair works of the roof but only shoots off letters to implicate the Manager and the Management in order to take over the school through his nexus of people against Management.

d. In spite of the malicious and manufactured lies of the Headmaster, we assure you that the complete school building will be inspected by engineers/contractors immediately and their views, quotations/estimates will be sought. Work will be undertaken for which all round co-operation of Headmaster is

necessary. In spite of all the keys not been given, already a contractor has visited the school alongwith the Manager during the school hours on 11th November, 2022, and has seen the work to be undertaken and needed repairing work will be carried out soon.

27. Due procedures have been followed in matters concerning the Registration of the Society and a case in the Honourable High Court has also been filed. The Headmaster Fr. Valerian Carvalho had interfered for vested interests in order to derail the process of investigation against him. He seems to be not interested in working with the Fransalian Education Society of Aldona.

28. There are some practical hurdles the Headmaster Fr. Valerian Carvalho has been creating with the help of some vested interests. We should be able to overcome all of them and run the school smoothly.

29. For the above mentioned reasons, the show cause notice is strongly protested and the Management should be allowed to initiate investigation and the consequent decision in the best interest of the students community and as per the due procedures of the Fransalian Education Society, Goa

30. In view of the above, it is requested that the show cause notice be withdrawn and the matter be closed.

And whereas after going through the reply to the show cause notice, the undersigned decided to hear the matter under Section 20 of the Goa School Education Act, 1984. The hearing was kept on 03-11-2022. During the course of hearing, Adv. Shivraj Gaonkar appeared on behalf of the Fransalian Education Society. He filed his Vakalatnama and submitted a copy of the reply. The Headmaster Fr. Valerian Carvalho of St. Thomas Boys High School was present alongwith the PTA President Shri Menino D'Souza. The matter was adjourned and kept for hearing and submission of reply on 15-11-2022.

And whereas on 15-11-2022, Adv. Shivraj Gaonkar appeared on behalf of the School authorities. The Headmaster and PTA Chairman remained absent. During the course of hearing, the reply was filed on behalf of the Manager and the same was taken on record. The matter was adjourned and kept for hearing on 02-12-2022. During the course of hearing, both the parties remained present. The matter was adjourned and kept for final hearing on 08-12-2022 at 4.30 p.m.

And whereas the matter has been heard on 13-01-2023. During the course of hearing, the Headmaster of the school was represented by Adv. Avinash Nasnodkar. The Advocate of the respondent stated that the issue is between the Headmaster and the Management and the issue can be sorted out. The representation of the PTA is not sufficient to qualify to take over the management under Section 20. The grant in aid provided by the Directorate of Education is credited to the Society account. In case of appointment, it is for the management to select a candidate and appoint them. He further submitted that the Society's instructions were not followed by the Headmaster and only after the Headmaster was removed from the society, these allegations have cropped and personal elements cannot be reasons to take over the school. It was also submitted that the entire episode is to avoid the eventual suspension of the Headmaster as inquiry is contemplated.

And whereas Advocate Nasnodkar stated that fund was transferred to the Society which itself is illegal. Hon'ble High Court of Bombay at Goa set aside the order of appointment of Principal of St. Thomas Higher Secondary School run by the same management. He also stated that NOCs were issued by the Directorate of Education, but the posts were not filled. He further stated that the maintenance grants have not been utilized. He also stated that there is no provision of hearing the matter under Section 20 of the Goa School Education Act, 1984.

And whereas Adv. Padgaonkar representing the parents submitted the Vakalatnama and intervened. Advocate for the respondent objected as there was no formal representation and they were not party to the hearing.

Adv. Padgaonkar submitted that most important factor to be borne in mind is the student and that the Headmaster and the Management is inconsequential.

He also submitted that the allegations by the Headmaster have been admitted by the Management and that there was no attempt by the Management to sort out the issue and provide relief to the public, i.e. students/parents.

And whereas the Headmaster of St. Thomas Boys High School, Aldona, Bardez-Goa filed his reply dated 21-11-2022 under the caption of response to the allegations made against him by the School Managing committee, vide reply dated 15-11-2022.

1. In his reply, he has stated that the reply makes apparent nothing, but the vindictive attitude of the present members of the Fransalian Society which has infact resulted in a total downfall of the administration of the school.

2. While denying all the allegations made against him, he has stated that it is rather unfortunate the he has been sought to be made a scapegoat and the entire blame has now been fastened upon him.

3. He stated that he was appointed the Headmaster of St. Thomas Boys High School in the year June 2013.

4. He stated that for several years until 2019 when the dispensation of the executive members and more particularly Fr. Jayaseelan Selvaraj who became the Chairman, when the functioning of St. Thomas Boys High School saw a complete downfall.

5. He stated that the Society has conducted the affairs of the said school in a completely lackadaisical manner as often resorted to various illegalities over the functioning of the said school.

6. To illustrate one such incident, Fr. Jerard Sahayaraj was appointed as the Principal of St. Thomas Higher Secondary School, Aldona in the absence of essential qualification, which appointment was set aside by the Hon'ble High Court of Bombay at Goa in Writ Petition No. 1354/2021 (F)

7. It is stated that the School Managing Committee as well as the Society have been constantly harassing the staff members which often go unreported as the teaching and working staff are afraid of dire consequences.

8. Various vacancies have been lying unfilled for several years to the post of Primary School, Maternity leave, CCL Leave, Non-Renewal of the appointments of the Librarian and Watchman etc. The said issues were highlighted to the School Managing Committee on several occasions, despite which no steps were taken by the Society to fill the said vacancies despite required NOCs being granted by the Directorate of Education.

9. In so far as the issue of maintenance is concerned, the undersigned personally addressed various communications to the School managing Committee for last several years despite which no action has been taken by the Society to carry out any such maintenance.

10. It is stated that only belatedly and perhaps as a knee-jerk reaction to the Show Cause Notice issued by this Department, whereby the

Management is now trying to create an impression to show that they are infact in control of the situation and taking remedial measures, which if he may submit in only on paper and no action whatsoever is taken by the Management to improve the dwindling state of the affairs of the school.

11. The Director of Education during an hearing scheduled on 3rd November, 2022 4.00 p.m. wherein, he clearly pointed out that the school Manager cannot function till he has approval from the Directorate of Education. Despite this observation, the Management, in total disregards has replied to the show cause notice dated 25-08-2022 issued by your office and the same has been signed by one Fr. Winst Barboza who is an incompetent authority. This makes manifestation, the Managements challenging stand to the directives of the Director of Education.

12. He stated that he is producing copies of various representations made by him the issue from time to time and have deliberately refrained from dealing para wise to the allegations made against him as the records of the matter itself and perusal of the letters as enclosed herewith will completely belie the case of the Management. Moreover, he is not in a crusade against the Society but have throughout acted in the interest of his students and staff members alike and perhaps for not having aided the Society in their oblique ways of functioning as well as intentions he has today became more of an eyesore for them is why they are acting with a personal vengeance against him.

And whereas after going through the reply filed by the Headmaster of the school, it has been found that the School Managing Committee of the St. Thomas Boys High School, Aldona has contravened the provisions of the Goa School Education Act, 1984 and Rules made thereunder:-

1. Neglected to perform duty/obligation imposed on it.
2. Mismanaged the affairs of the school.
3. Managed the affairs of the school in a manner prejudicial to the public interest.

Now therefore, after detailed examination of the reply submitted by the school authorities and the Headmaster of the school, the Government is convinced of the circumstances which call for immediate taking over of the Management of St. Thomas Boys High School, Aldona by invoking the provision of sub-section (1) of Section 20 of the Goa School Education Act, 1984.



Therefore, in accordance to the provisions of the said sub-section (1) of Section 20 of the Goa School Education Act, 1984, the Government hereby orders to take over the Management of St. Thomas Boys High School, Aldona with immediate effect for a period of three years in the first instance and Shri Melvin D'Costa, Assistant Director, Education, Directorate of Education is hereby appointed as Authorised Officer on behalf of the Director of Education, Government of Goa to manage the affairs of the school. The Authorised Officer shall discharge his duties as per the provision of Goa School Education Act, 1984 and the Rules made thereunder and as per the instructions issued to him by the Directorate of Education from time to time. Among other things, the Authorised Officer shall:-

1. Exercise full control over administrative, financial and academic matters of the school and ensure that all the employees of the school are punctual in attendance and prompt in discharge of the duties entrusted to them by general or special orders as deemed fit.

2. Be responsible for maintaining strict discipline on the part of all the employees including the headmaster and students of the school.

3. Be responsible to ensure that all the employees of the school including the Headmaster are present in the school during office hours as prescribed by the Authorised Officer and no employee including the Headmaster shall be allowed to leave the premises of the school without prior written permission of the Authorized Officer and that representations, if any, shall be routed through the Authorised Officer.

4. Be responsible to visit the school frequently as possible so as to ascertain that the school functions at right time and all the employees of the school including the Headmaster discharge their duties sincerely, honestly and efficiently to the satisfaction of the public and the Department.

5. Ensure that in case of the employees, including the Headmaster act in contravention of the instructions of the Authorised Officer or if there is any act of indiscipline or insubordination or flouting of the instructions issued by the Authorised Officer, such cases shall be dealt with as per the provision of Goa School Education Act, 1984 and the Rules made thereunder.

The Government is also pleased to order that:

- (i) The ex School Managing committee of St. Thomas Boys High School, Aldona shall hand over the entire school files and other records to the Authorised Officer immediately;

- (ii) The school staff account fund and the pupils fund shall be made available to the Authorised Officer for being spent for the purpose in respect of the school and that;
- (iii) The Authorised Officer shall have the right to open any account in any Bank or draw money from the school fund or School Staff Account Fund as referred to in Section 10 of the Goa School Education Act, 1984. After the Management of the school at any time before the date on which the Management of the school is taken over shall have the right to draw money from the school fund or school staff account fund.

By order and in the name of the Governor of Goa.

*Shailesh R. S. Zingde*, Director (Education) & ex officio Joint Secretary.

Porvorim, 3rd April, 2023.

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Directorate of Technical Education  
College Section

#### Addendum

No. 16/244/PF/RSD/GEC/DTE/08-09/48

Read: Order No. 16/228/Recuit-Posts/DTE/GEC/  
/P. F. I/467 dated 26-02-2010.

In the order referred to above, following para shall be added after the first para,

“Kum. Rachel Selva Dhanaraj is appointed under Person with Disabilities (Locomotor Disability) category”.

Other contents of the order shall remain the same.

By order and in the name of the Governor of Goa.

*Dr. Vivek B. Kamat*, Director (Technical Education)  
& ex officio Additional Secretary.

Porvorim, 6th April, 2023.

◆◆◆  
Department of Finance  
Finance (Budget) Division

#### Notification

No. 1/17/2007-Fin (Audit)/703

- Ref.: (1) Notification No. 9/1/79/Fin (Bud)/Part File-I dated 16-07-2002.
- (2) Notification No. 1/17/2007/Fin(Aud) dated 17-07-2007.
  - (3) Notification No. 1/17/2007/Fin (Aud) dated 04-03-2011.
  - (4) Notification No. 1/17/2007/Fin (Aud) dated 13-10-2016.

The Governor of Goa in consultation with the Comptroller & Auditor General of India, is pleased to entrust in public interest, the audit of accounts of Goa Housing Board, Porvorim-Goa, under Section 19(3) of the Comptroller & Auditor General's (Duties, Power and Conditions of Service) Act, 1971, to the Comptroller & Auditor General of India for a further period of 05 (five) years from 01-04-2022 to 31-03-2027 on the terms and conditions specified in the Annexure appended hereto.

By order and in the name of the Governor of Goa.

*Pranab G. Bhat*, Under Secretary, Finance (Budget-I).

Porvorim, 27th March, 2023.

#### ANNEXURE

##### Terms and Conditions

1. The CAG of India may suggest the appointment of a Primary Auditor to conduct the audit on his behalf and on the basis of directions/ guidelines issued by him. Where such an auditor is appointed, the fees will be payable by the Institution to that auditor. Where such an auditor is not appointed, expenditure incurred by CAG of India in connection with the audit will be payable to him by the Institution.

2. In addition to audit to be conducted by the Primary Auditors, where so appointed, CAG of India will have the right to conduct test check of the accounts and to comment on and supplement the report of the Primary Auditor.

3. The CAG of India or any person appointed by him in connection with the audit shall have the same rights, privileges and authority as the CAG has in connection with the audit of Government accounts.

4. The result of audit will be communicated by CAG or any person appointed by him to the Governing body who shall submit a copy of the report alongwith its observations to the Government. The CAG will also forward a copy of the report direct to Government.

5. The audit is entrusted to the CAG in public interest will be for a period of 5 (five) years accounts from 01-04-2022 to 31-03-2027 in the first instance, subject to review of the arrangement after that period.

6. The scope, extent and manner of conducting audit shall be as decided by the CAG of India.

7. The CAG will have the right to report to Parliament/State Legislature the results of audit at his discretion.

#### Department of Fire & Emergency Services Directorate of Fire & Emergency Services

##### Order

No. DFES/CONF/08-Vol.VII/2022-23/30

- Read: 1. O. M. No. DFS/EST/U-1/PGO/06-07/3312 dated 17-01-2007.  
2. O. M. No. DFS/EST/U-1/PGO/06-07/3612 dated 30-01-2007.  
3. O. M. No. DFS/EST/U-1/PGO/08-09/1550 dated 30-06-2008.  
4. O. M. No. DFS/CONF/PGO/2010-11/2982 dated 13-09-2010.  
5. O. M. No. DFES/EST/U-1/PGR/2014-15/5036 dated 30-01-2015.  
6. Order No. DFES/CONF/08-Vol.VII/2021-22/5028 dated 15-12-2021.

In supersession of the Office Memorandum/Orders cited under reference and in pursuance to Government instructions issued vide Office Memorandum No. 12/4/2005-DPG dated 16-03-2005, the following Officers are designated as Public Grievance Officers.

Sr. No.	Public Grievance Officer	Role/Responsibility
1.	Deputy Director (Fire Services), Central Zone, Ponda	Public Grievances related to jurisdiction of Central Zone having Ponda, Bicholim, Old-Goa, Kundaim and Valpoi Fire Stations.



1	2	3
2.	Deputy Director (Fire Services), South Zone, Margao	Public Grievances related to jurisdiction of South Zone having Margao, Vema, Curchorem, Canacona and Cuncolim Fire Stations.
3.	Assistant Divisional Officer, North Zone, Panaji	Public Grievances related to jurisdiction of North Zone having Panaji, Mapusa, Pernem, Vasco, Pilerne and Porvorim Fire Stations.

The Public Grievance Officer shall redress the grievances pertaining to the Fire Stations mentioned above and shall dispose off the cases.

The Public Grievance Officer shall strictly comply with the instructions of the Government and be available to the public in their respective offices on every Tuesday from 10.00 hours to 13.00 hours.

The Public Grievance Officer shall maintain updated Register of the grievances received and shall also submit a fortnightly report as required in the said Government Office Memorandum.

This superseded Order No. DEFS/CONF/08-Vol.VII/2022-23/1276 dated 31-05-2022.

*Nitin V. Raiker*, Director (Fire & Emergency Services).

Panaji, 4th April, 2023.



## Department of Forests

### Order

No. 19/1/2023-FOR/92

Read: Order No. 2/243/Part file/2019-FD/352 dated 07-11-2019.

The Committee formed under the provisions of para 9(ii) of operational guidelines for the Centrally Sponsored Scheme: Forest Fire Prevention and Management Scheme (FPM) is hereby renamed as "State Monitoring Committee on Forest Fire" and shall comprise of the following:-

- |  |                                       |
|--|---------------------------------------|
| 1. Hon'ble Minister (Forest)                             | — Chairman.                           |
| 2. Principal Chief Conservator of Forests                | — Member.                             |
| 3. Chief Wildlife Warden                                 | — Member.                             |
| 4. Chief Conservator of Forest (Development)             | — Member.                             |
| 5. Conservator of Forest (Conservation)                  | — Member.                             |
| 6. Collector, North Goa District                         | — Member.                             |
| 7. Collector, South Goa District                         | — Member.                             |
| 8. Director, Fire and Emergency Services                 | — Member.                             |
| 9. Deputy Conservator of Forest (North Goa Division)     | — Member.                             |
| 10. Deputy Conservator of Forest (South Goa Division)    | — Member.                             |
| 11. Deputy Conservator of Forest (Working Plan Division) | — Member Secretary/<br>Nodal Officer. |

The Committee shall address all issues arising out of Forest Fire, effectively implement the State Action Plan on Forest Fire, periodically monitor, review the schemes and ensure submission of monitoring & review report annually.

The Committee shall meet at least once in six months.

By order and in the name of the Governor of Goa.

*Nathine S. Araujo*, Under Secretary (Forest).

Porvorim, 6th April, 2023.

### Order

No. 4-2-2011/FOR/94

Read: Order No. 4-2-2011/FOR/64 dated 25-04-2022.

The approval of the Competent Authority is hereby conveyed for extension of deputation period of Shri Nandakumar E. Parab, Assistant Conservator of Forests as General Manager of Goa Forest Development Corporation Ltd., for a further period of 01 year w.e.f. 01-03-2023 to 28-02-2024, on the same terms and conditions, as proposed by the Goa Forest Development Corporation Ltd. and recommended by the Goa Forest Department.

*Nathine S. Araujo*, Under Secretary (Forest).

Porvorim, 6th April, 2023.

Department of Home  
Home—General Division

**Notification**

No. 30/01/2015-CBI/HD(G)/975

In pursuance of the provisions of Section 6 of the Delhi Special Police Establishment Act, 1946 (Act No. 25 of 1946) and all other powers enabling it in this behalf, the Government of Goa hereby accords its consent for exercise of powers and jurisdiction by the members of the Delhi Special Police Establishment in the whole of the State of Goa, for investigation of CBI case RC2212022E0045/CBI/EO-III/New Delhi registered by CBI on 07-09-2022 punishable under Section 67B of the Information Technology Act, 2000 (Central Act 21 of 2000) and the Protection of Children from Sexual Offences Act, 2012 (Central Act 32 of 2012) and also in respect of any other offences punishable under any other law that may come to light during investigation of the said CBI case including any attempt, abetment and conspiracy in relation to or in connection with one or more such offence(s) and or any other offence(s) committed in the course of the same transaction or arising out of the same facts.

By order and in the name of the Governor of Goa.

*Vivek K. Naik*, Under Secretary (Home-I).

Porvorim, 30th March, 2023.

Department of Industries

**Notification**

No. 3/17/2021-IND/77

Read: Government Notification No. 3/17/2021-IND/54 dated 10-03-2023, published in the Official Gazette, Series I No. 51 dated 23-03-2023.

In exercise of the powers conferred by sub-section (1) of Section 43 of the Goa Investment Promotion and Facilitation of Single Window Clearance Act, 2021 (Goa Act 19 of 2021), the Government of Goa hereby appoints a Planning, Development and Construction Committee, consisting of the following members, for the Investment Promotion Area declared by the Government vide Notification cited above:-

- |                               |                |
|-------------------------------|----------------|
| i. Chief Secretary            | — Chairperson. |
| ii. Secretary (Industries)    | — Member.      |
| iii. Director, Directorate of | — Member.      |

Industries, Trade and  
Commerce

- |  |                     |
|--|---------------------|
| iv. Chief Town Planner (Planning)                            | — Member.           |
| v. Director, Directorate of Health Services                  | — Member.           |
| vi. Director of Fire and Emergency Services                  | — Member.           |
| vii. Chief Inspector of Factories and Boilers                | — Member.           |
| viii. Chief Electrical Engineer, Electricity Department      | — Member.           |
| ix. Principal Chief Engineer, Public Works Department        | — Member.           |
| x. Principal Chief Conservator of Forests                    | — Member.           |
| xi. Member Secretary, Goa State Pollution Control Board      | — Member.           |
| xii. Member Secretary, Goa Coastal Zone Management Authority | — Member.           |
| xiii. District Collector, North Goa                          | — Member.           |
| xiv. District Collector, South Goa                           | — Member.           |
| xv. Chief Executive Officer of the Board                     | — Member Secretary. |

The said Committee shall exercise all the powers, such as, control or erection of building, etc. and all other powers conferred on it by the Goa Investment Promotion and Facilitation of Single Window Clearance Act, 2021 (Goa Act 19 of 2021).

This Notification shall come into force on the date of its publication in the Official Gazette.

By order and in the name of the Governor of Goa.

*Amalia O. F. Pinto*, Under Secretary (Industries).  
Porvorim, 4th April, 2023.

Department of Labour

**Notification**

No. 28/02/2023-LAB/Part-III/154

The following Award passed by the Labour Court-II, at Panaji-Goa on 30-01-2023 in Case No. Ref. LC-II/IT/16/16 is hereby published as required under Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

*Amalia O. F. Pinto*, Under Secretary (Labour).  
Porvorim, 24th February, 2023.

IN THE LABOUR COURT-II  
GOVERNMENT OF GOA  
AT PANAJI

(Before Shri Suresh N. Narulkar, Hon'ble  
Presiding Officer)

Case. No. Ref. LC-II/IT/16/16

Shri Susen Jalmi,  
H. No. 225,  
Bhamai, Pale (403705)

.... Workman/Party-I.

V/s

The Managing Director,  
M/s. Pfizer Ltd.,  
Plot No. L-137, Phase III-A,  
Verna Industrial Estate,  
Verna, Salcete-Goa (403722) .... Employer/Party-II.

Workmen/Party I represented by Ld. Adv. Shri  
Subhash Naik.

Employer/Party II represented by Ld. Adv. Shri G.K.  
Sardessai.

Panaji, dated: 30-01-2023.

AWARD

1. In exercise of the powers conferred by Clause (c) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947), the Government of Goa, by Order dated 08-07-2016, bearing No. 28/27/2016-LAB/492 referred the following dispute for adjudication to the Labour Court-II at Panaji-Goa.

*"(1) Whether the action of the management of M/s. Pfizer Limited, Verna, Salcete, Goa, in dismissing its workman, namely Shri Susen Jalmi, Operator, with effect from 23-12-2015, is legal and justified?"*

*(2) If not, what relief the workman is entitled to?"*

2. On receipt of the reference, a case was registered under No. LC-II/IT/16/2016 and registered A/D notice was issued to the parties. In pursuance to the said notice, the parties put in their appearance. The Workman/Party-I (for short 'Workman'), filed his Statement of Claim on 30-01-2017 at Exhibit-4. The facts of the case in brief as pleaded by the Workman are that the Employer/Party-II (for short 'Employer') is a Multinational Pharmaceutical Company engaged in the production of tablets at its factory at Verna Industrial Estate, Salcete, Goa. He stated that the Employer was initially established at Verna in the

year, 2001 as Wyeth Lederle Ltd. which was subsequently changed as Pfizer Ltd. in the year, 2009. He stated that he was employed with the Employer as "Operator-Production" since 03-12-2001. He stated that he has not received a single memo or a single charge-sheet except the charge-sheet which is the subject matter of the present reference. He stated that during his service with the Employer, he received awards from the Employer for his performance. He stated that he also received several "employee of the month" awards, long service awards, best nominee of the month awards, certificates for improving productivity and development, etc. He stated that after formation of a trade Union in 2014, all the workers of the Employer Company joined the said union. He stated that he was elected as an office bearer of the said union and as such he was a Protected Workman as per the provisions of the I.D. Act, 1947. He stated that initially all workmen including himself were employed as Operator-Production. He stated that in the year, 2006, the designations of all workmen were changed to that of management associates Grade MA-01 and in year 2011, the grade of workers were changed to MA-02 although the duties performed by them remained the same. He stated that all the workmen of the Employer including himself were issued appointment letters when they joined service and all of them were confirmed in the service of the Employer.

3. He stated that in June, 2014, workers formed a Trade Union for the first time, when all the workers of the Employer factory became members of Gomantak Mazdoor Sangh Trade Union. He stated that the Employer was informed about the formation of the Trade Union. He stated that names of seven Union office bearers of the Union including himself were also communicated to the Employer. He stated that the Employer did not appreciate the decision of the workers to form a Trade Union and started harassing the workers by withdrawing existing benefits and existing facilities. He stated that with effect from 20-04-2015, the Employer did not allot any work to workers inside the factory and kept them idle as the Employer was not happy with the workers forming a Trade Union. He stated that with effect from 24-04-2015, all workmen were kept outside the factory gates and were not allowed to resume work inside the factory. He stated that this continued for several months and later the Employer stated that they would not allow the workmen to report for work unless they gave an undertaking, the contents of which were not disclosed to them. He stated that later on, the Employer allowed all workmen to report

for work without undertaking and all workmen reported for work with effect from 17-08-2015. He stated that the Employer has till date not paid wages of the workers from 20-4-2015 to 16-08-2015. He stated that however, eleven workmen, who were issued suspension orders pending enquiry, were not allowed to report for work. He stated that mean while, after formation of the Trade union, the Employer suspended the services of all office bearers of the Union namely, Ramdas Mayenkar, Sagar Dhume, Krishnakant Gawas, Navin Gaude, himself, Suraj Kurtikar, and Suraj Salgaonkar.

4. He stated that all the aforesaid workers were issued charge-sheets on trumped up and fabricated charges. He stated that he himself and others replied to the charge-sheets denying the allegations levelled against them. He stated that the suspension of seven union office bearers including himself was from 21-04-2015. He stated that four more workmen were also suspended from service with effect from 23-04-2015 pending enquiry namely, Ankush Gaonkar, Mangaldas Gaude, Umakant Chari, and Samesh Naik. He stated that all eleven workmen were suspended and were issued charge-sheets based on false and fabricated charges.

He stated that as the workers were not happy with Gomantak Mazdoor Sangh Union because of the developments which took place which the workers least expected. He stated that all the workers after holding a General Body Meeting decided to resign from the said Union and became the members of Kamgarancho Ekvott Trade Union of which Shri Subhash Naik George is the President with effect from 20-05-2015 after resigning from Gomantak Mazdoor Sangh. He stated that these developments were informed to the Employer in writing. He stated that the said Union Kamagarancho Ekvott raised several Industrial Disputes with the Employer such as Charter of Demands on behalf of the workers, illegal and unjustified refusal of work with effect from 24-04-2015, unfair labour practice, non-payment of bonus, illegal termination of services of workmen and illegal imposition of punishments to workers etc. He stated that as the Employer did not accept the demands, the union raised disputes before Dy. Labour Commissioner who is also Conciliation Officer of Government of Goa, where all industrial disputes are pending conciliation and some disputes have been referred to this Hon'ble Tribunal for adjudication.

5. He stated that although all seven union office bearers including himself were issued separate charge-sheets, the Employer decided to hold common enquiry. He stated that Shri Prashant Agarwal, Advocate who was appointed as an Enquiry

Officer to conduct the enquiries in respect of charge-sheets issued to seven union office bearers. He stated that Shri Prasanna Chawadikar, Advocate was appointed as Management Representative. He stated that initially, Puti Gaonkar was the Defense Representative on behalf of charge-sheeted workmen and later on, Shri Subhash Naik George was appointed as Defense Representative by himself and other charge-sheeted workers. He stated that on 02-06-2015 a date was fixed by the Enquiry Officer Mr. Agarwal to hold the enquiry. However, on that day Ld. Enquiry Officer did not attend the enquiry at the hearing fixed at Panaji-Goa. He stated that the Management Representative, Shri Prasanna Chawadikar, who was present for the enquiry, informed that Ld. Enquiry Officer had gone to his native place to bring his wife and he could not get tickets to return to Goa due to vacation rush and that he was still travelling in the train. He stated that the Management Representative informed him and all other charge-sheeted workmen as well as Defense Representative that Ld. Enquiry Officer, Mr. Agarwal had resigned from the post of Enquiry Officer and that he could not come for the enquiry due to his personal reasons. He stated that Management Representative informed that the next date of enquiry would be communicated after the management appointed a new Enquiry Officer.

6. He stated that after 5th June, 2015, no communication either oral or writing was received by him or his Defense Representative about the date of enquiry or appointment of a new Enquiry Officer. He stated that after few months, the Employer dismissed the service of the four union office bearers with effect from 16-06-2015 claiming that they held the enquiry against them and claiming that Ld. Enquiry Officer held them guilty of the charges namely, Sagar Dhume, Krishnakant Gawas, Navin Gaude, and Suraj Salgaonkar. Aggrieved by the said blatantly illegal and unjustified terminations, the Workman and three other workmen raised an industrial disputes with the Employer and later on with the Conciliation Officer/Dy. Labour Commissioner which ended in failure.

7. He contended that during the pendency of such disputes as per provisions of Section 33 of the I. D. Act, 1947, the Employer cannot terminate the services of the workmen without prior permission or without approval of action taken by them. He submitted that the Employer, as an afterthought, terminated the services of remaining three office bearers namely, Ramdas Mayenkar, himself, and Suraj Kurtikar with effect from 23-12-2015. He submitted that with these termination, Employer have terminated all seven office bearers who were elected after formation of



Trade Union which clearly proves that this is a clear case of victimization for trade union activities. He submitted that since he himself, Sagar Dhume and Suraj Kurtikar were protected workmen as per provisions of I.D. Act, prior permission before termination ought to have been obtained from this Hon'ble Tribunal and/or Dy. Labour Commissioner, failing which the termination is bad-in-law. He submitted that the charge-sheet issued to him and six other office bearers of the union and four other union activists were fabricated and cooked up besides being false. He submitted that the same were issued to him and others to victimize them for their trade union activities as they had formed a union for the first time in the company. He submitted that Shailesh Redkar, whom the Employer claims to have been appointed as Enquiry Officer, was never appointed as Enquiry Officer and no intimation to that effect has been sent to him. He submitted that no intimation of dates of enquiry by the said Enquiry Officer if any was sent to him. He submitted that the records of enquiry proceedings alleged to have been conducted by Shailesh Redkar have not been supplied to him till date. He submitted that the Employer, before terminating his service has not issued him a show cause notice enclosing copy of the findings of the Enquiry Officer, if any, and records of enquiry proceedings if any, seeking his views before dismissal which is mandatory. He submitted that no enquiry was held in respect of charges levelled against him in the charge-sheet issued to him. He submitted that the copy of the findings of the enquiry if any, were not supplied to him before termination of his services. He submitted that since the date of dismissal, he is unemployed and is dependent on his family and friends on sustenance. He submitted that his termination is illegal and unjustified as he has been dismissed from service in total violation of principles of natural justice. He submitted that no opportunity of whatsoever was given to him to defend himself in the enquiry. He submitted that the management witnesses were not allowed to cross-examine by him. He submitted that the charges levelled against him have not been proved in a fair and impartial manner and in accordance with the principles of natural justice. He submitted that his dismissal from services is malafide, vindictive, and by way of victimization for trade union activities, besides the same being discriminatory. The Workman therefore prayed that he be reinstated in service with full back wages and continuity of service with costs.

8. The Employer controverted the claim of the Workman by filing its written statement on 03-05-2017 at Exb. 5. The Employer, as an by way of

its preliminary objections, submitted that the reference is not maintainable and it ought to be rejected as there is no "Industrial Dispute" as defined under the I.D. Act, 1947, that the Workman has accepted all the legal dues arising out of termination in full and final settlement and hence, the Workman is estopped from raising the present dispute, that there is non application of mind by the Appropriate Government while referring the present dispute and that the present reference is therefore null and void.

9. The Employer stated that it is a Private Limited Company incorporated under the provisions of the Companies Act, 1956, having its registered office at the Capital, 1802, 1901 Bandra Kurla Complex, Bandra (East), Mumbai and the factory located at Verna Industrial Estate, Verna, Salcette-Goa. The Employer stated that it is engaged in the manufacturing of pharmaceuticals at its factory located at Verna Industrial Estate, Verna-Goa.

10. The Employer stated that the Workman was issued a charge-sheet dated 07-05-2015 alleging as under:

"It has been observed that from the month of December, 2014, the workmen have deliberately and willfully reduced production as a result of which the Management suffered heavy losses". The fall in production which commenced from the month of December, 2014 gradually reached to a stage where during the preceding week the production was reduced to around 25% of the normal".

The management has consistently requested the workmen to stop the unfair practice of lowering the production and to restore normalcy. However, the workmen continue with the unfair labor practice of lowering the productive process.

Subsequent there to by Notice dated 7th February, 2015, letter dated 14th April, 2015 and through various communications, Management invited the attention of the workmen to the fall in production and requested the workmen to restore normalcy. However, instead of restoring normalcy, to the utter shock and surprise of the Management, the workmen in a concerted manner stopped production from the commencement of Second shift of 20th April, 2015 and started squatting within the factory premises. As a consequence thereto the entire productive process came to a grinding halt. The Management has suffered huge losses till date and continues to do so. The Employer/Party II is engaged in the manufacturing of drugs which include life-saving drugs like Wysolone, Folvite, Pacitane, Overal-L etc.

All these products are listed in the National List of Essential Medicines (NLEM), issued by Ministry of Health, Government of India. Wysolone is a life-saving steroidal drug with anti-inflammatory properties and controls the painful symptoms of a temporary autoimmune condition called Polymyalgia Rheumatic (PMR), Folvite, essentially taken by women during the first trimester of pregnancy for development of the foetus and also used for all kinds of anaemic conditions, Pacitane, drug used by Patients suffering from early symptoms of Parkinson's Disease and Overal-L. You are fully aware that the discontinuation due to non-availability of these drugs can have an adverse effect on the patients and the society at large.

We have received various communications from our dealers, hospitals and doctors informing us of the serious consequences arising as a result of drugs not being available in the market and the suffering of the patients, especially those who had already been prescribed such drugs and consuming the same. The consequence of sudden discontinuation of supply to the patients has an expected adverse consequences on the health of the patients.

You are an office bearer of Gomantak Mazdoor Sangh. The Management had been consistently communicating with and the workmen who have been participating in the go slow/stoppage of work to desist from the unfair labour practice of reducing willfully and deliberately the production. The fall in production was a consequence of the instigation and incitement of the workmen to commence and continue with the reduction of production. It has also been observed that you have been actively inducing the workmen to continue with the go slow.

The participation in the willful go slow and the instigation and incitement of the workmen to initiate the go slow and continue, wilful damage to or loss of employers good or properties as such amounts to a serious misconduct under the Model Standing Orders.

11. The Management had therefore decided to conduct an enquiry into the misconduct alleged against you. You were suspended pending enquiry by suspension order dated 21-04-2015.

Your above acts on your part constitute the following Acts of Misconducts under the Model Standing Orders:

- a. Willful insubordination or disobedience, whether alone or in combination with others, to any lawful and reasonable order of a superior.
- b. Willful damage to or loss of employer's good or property.

- c. Habitual absence without leave or absence without leave for more than 10 days.
- d. Habitual breach of any law applicable to the establishment.
- e. Riotous or disorderly behavior during working hours at the establishment or any act subversive of discipline.
- f. Neglect of work.
- g. Striking work or inciting others to strike work in contravention of the provision of any law, or rule having the force of law".

12. The Employer stated that the workmen was suspended pending enquiry. The Employer stated that Mr. Prashant Agarwal was appointed as Enquiry Officer and Mr. Prasanna Chawadikar was appointed as the Management Representative. The Employer stated that Mr. Puti Gaonkar was appointed as Defense Representative by the Workmen. The Employer stated that Mr. Agarwal conducted the enquiry on 15-05-2015 and 22-05-2015. The Employer stated that thereafter the enquiry was fixed on 02-06-2015 at 3.30 p.m. The Employer stated that on 02-06-2015, Ld. Enquiry Officer was in personal difficulty and hence, the enquiry could not held on the said date. The Employer stated that in the mean while Mr. Prashant Agarwal by his letter dated 04-06-2015 informed them due to prior commitments, he is unable to continue with the conduct of the enquiry and therefore has decided to withdraw from the enquiry. The Employer stated that in view of inability, of Mr. Prashant Agarwal to continue with the enquiry, Mr. Shailesh Redkar was appointed as an Enquiry Officer vide appointment letter dated 05-06-2015. The Employer stated that on 05-06-2015, by notice dated 05-06-2015 the Workmen were informed that in view of the change of the Enquiry Officer, and the appointment of new Enquiry Officer, the enquiry was fixed on 06-06-2015 at 4.30 p.m. at the same venue. The Employer stated that the letter of appointment of new Enquiry Officer was also served on the charge-sheeted workmen. The Employer stated that the charge-sheeted workmen however, refused to accept the notice of enquiry as well as the letter of appointment and the amended charge-sheet. The Employer stated that on 06-06-2015, none of the charge-sheeted workmen were present. The Employer stated that the charge-sheeted workmen stayed away from the enquiry deliberately with the sole object of delaying the enquiry proceedings in spite of being informed about the enquiry fixed on 06-06-2015 at 4.30 p.m. The Employer stated that Ld. Enquiry Officer on the basis of documents on record and considering the



contentions of the Management Representative and after being satisfied that it is a fit case to proceed ex-parte and held enquiry ex-parte against the charge-sheeted workmen. The Employer stated that the enquiry was conducted by the Ld. Enquiry Officer in an impartial manner and every opportunity was given to the Workman to defend the charge-sheet levelled against the charge-sheeted workmen. The Employer stated that Ld. Enquiry Officer submitted his findings dated 13-06-2015 and after appreciating the evidence on record held the Workman guilty of charges levelled against him. The Employer stated that they considered the proceedings of the enquiry, the findings of the Enquiry Officer and concurred with the same. The Employer stated that they considered the past record and did not find any extenuating circumstances for mitigation of punishment of dismissal from its service. The Employer stated that considering the gravity of proved misconduct, the Workman was dismissed from its service vide letter dt. 23-12-2015.

14. The Employer stated that the Workman was paid full and final settlement of all his dues vide cheque bearing No. 106322 drawn on Deutsche Bank, Mumbai for an amount of Rs. 1,83,176/- alongwith the full and final computation statement on 30-01-2016 that includes basic pay, P.L. encashment, house rent allowance, conveyance allowance, medical allowance and LTA alongwith gratuity. The Employer stated that the said amount has been received by the Workman and has been credited to his account on 24-03-2016. The Employer stated that the Workman has also collected all his Provident Fund dues and for the purpose of Employees Provident Fund and Miscellaneous Provisions Act, 1952, is an excluded employee. The Employer stated that, since the Workman is prosecuting this matter after having received benefits/full and final settlements of all legal dues arising out of termination, it would be equitable to direct the Workman to return the benefits so received from them with 8.5% interest on the said money for prosecuting the reference on merits on the principle of "Who seeks equity must do equity". The Employer therefore prayed that the Workman will be directed to deposit the entire amount in the Court and in the event the Workman fails to deposit the amount within the period stipulated in this Hon'ble Court, the defense of the Workman may be struck off and the reference be rejected or the Workman may be stopped from mediating the present reference.

15. The Employer stated that by notice dated 20-04-2015, the management informed the employee that their act of stoppage of work from the second shift amounts to willful stoppage and gross

indiscipline. The Employer stated that the management advised the employees to report for work as per the shift schedule. The Employer stated that however, the employees continued with the stoppage and continued squatting within the factory premises. The Employer stated that they, by notice dated 21-4-2015, invited the attention of the workmen in the third shift of 20th April, and first shift of 21st April, 2015, to the wilful stoppage of work and again advised them to report for work. The Employer stated that however, they failed to report for duty and continued to squat within the factory premises. The Employer stated that the management also decided to issue charge-sheets to some of the employees for the misconducts committed by them. The Employer stated that in view of the seriousness of the misconducts alleged against them and in the interest of conducting a proper inquiry, and to avoid any interference with such inquiry, the management decided to suspend them pending inquiry and formal charge-sheets. The Employer stated that the said workmen were suspended pending inquiry vide letter of suspension dated 21-4-2015. The Employer stated that in the letter of suspension, the management informed the workmen that the management has decided to institute an inquiry into the acts of misconduct alleged against them. The Employers stated that as the employees continued with the work stoppage and failed to report for work and on the contrary were sitting within the factory premises, the management, by letter dated 23-4-2015, invited the attention of General Secretary of the union Mr. Puti Gaonkar to the stoppage of work by the employees from 20-4-2015 and to the notices displayed on its notice board requesting the striking employees to report for work. The Employer stated that in the said letter, management informed the union that the management is required to take written undertaking from all the workmen that they will perform their duties of manufacturing and restored normalcy in the factory premises. The Employer stated that the said letter was also displayed on its notice board. The Employer stated that alongwith the copy of the said undertaking the workmen was also required to sign a notice displayed on its notice board and copies of the same were placed at the security gate. The Employer stated that on and from commencement of general shifts of 24-4-2015, the employees who had reported at the security gate were advised to sign the undertaking. The Employer stated that however, they refused to do so and squatted outside the factory premises in front of the security cabin from where all the employees entered inside the factory premises thereby, causing inconvenience to the employees who reported for duty. The Employer stated that the action of the employees of stoppage of work from 28-4-2015 is a converted manner and continuing such stoppage amounts to a strike which is illegal and unjustified.

16. The Employer stated that by notice dated 27-4-2015 displayed on 27-4-2015, the management invited the attention of the Workman the stoppage of work by way of illegal strike from 28-4-2015 and to the undertakings which they declined to submit to the management by giving an assurance of restoration of normalcy. The Employer stated that by the said notice, they were informed not to sit at the security gate and squat outside the security gate as it caused inconvenience as well as atmosphere of fear and threat in the mind of managerial and other employees as well as the customers, welders who are entering the factory premises. The Employer stated that the employees were therefore advised not to squat near the factory gate and to stay away from the said place. The Employer stated that as the workmen continued to commit illegalities, the management filed a suit for permanent as well as temporary injunction on 27-4-2015. The Employer stated that the Hon'ble Court after hearing them passed order stating that the defendant union and its members only those who are employed with them, their agents, friends, relatives and representatives are restrained from squatting within a radius of 200 metres from its factory premises at Verna, Salcette, Goa and from blocking the entrance thereof and/or preventing egress and ingress there from the other staff and employees, customers, goods, vehicles, raw material suppliers, there from till filing their reply thereto. The Employer stated that in the meanwhile, the management, vide its letter to the individual workmen dated 02-06-2015, called upon the workmen to withdraw the agitation and report for work by giving the declaration/undertaking as mentioned therein. The Employer stated that the workmen however, did not respond. The Employer stated that they again, by its letter dated 23-6-2015 sent to individual Workman requested to join the duties. The workmen did not respond. The Employer stated that the management once again vide its appeal dated 31-07-2015 sent to individual workers requested the workmen to report for work in their shift as per their regular shift. The Employer stated that on 16-7-2015, four employees who were the members of "Kamgarancho Ekvott" resumed the duty. The Employer stated that thereafter, one more appeal was sent to the workmen on 11-08-2015 wherein, reference was given of the appeal of 23-06-2016, 3-07-2015, and 31-07-2015 to report for work in the shift and the shift schedule was annexed therewith. The Employer stated that finally on 17-08-2015 the remaining workers resumed duties.

17. The Employer submitted that the Ld. Enquiry Officer followed the principles of natural justice and granted every conceivable opportunities to the workmen to be present but however, failed to participate in the enquiry and therefore Ld. Enquiry Officer had no option but to conduct the inquiry ex-parte. The Employer submitted that Ld. Enquiry Officer on the basis of the evidence on record submitted reasoned findings holding the Workman guilty of the charges levelled against him. The Employer submitted that the management considered the findings of the Enquiry Officer, concurred with the same and considering the gravity of misconduct decided to dismiss him from the service and hence the present application for permission for dismissal of the Workman. The Employer denies the case of the Workman as pleaded by him and prayed for rejection of the present reference.

18. Thereafter, the Workman filed his Re-joinder on 12-05-2017 at Exb. 6. The Workman, by way of his Re-joinder, confirms and reiterates all his submissions, averments and statements made in his Claim Statement to be true and correct and denies all the statements, averments and submissions made by the Employer in its Written Statement, which are contrary to his statement and averments made in his Claim Statement.

19. Based on the pleadings filed by the respective parties, this Court framed the following issues on 28-6-2017 at Exb. 7.

1. Whether a free, fair and proper enquiry was conducted against the Workman/Party I in respect of charge-sheet dated 07-05-2015 in accordance with the principles of natural justice?
2. Whether the charges of misconduct levelled against the Workman vide charge-sheet dated 07-05-2015 have been proved to the satisfaction of this court by acceptable evidence?
3. Whether the Workman/Party I proved that the action of the Employer in dismissing from service w.e.f. 23-12-2015 is in violation of Section 33 of the I.D. Act, 1947?
4. Whether the Workman/Party-I proves that the action of the Employer/Party II in dismissing him from service w.e.f. 16-06-2015, is illegal and unjustified?
5. Whether the Employer/Party II proves that the reference is not maintainable and bad-in-law and in view of the reasons stated in para (I) to (IV) of its written statement?

6. Whether the Workman/Party-I is entitled to any relief?

7. What order? What award?

20. Thereafter, both the parties led their evidence on the preliminary issues No. 1 and 2. Subsequently, the Employer filed an application for amendment of its written statement which was allowed by order dated 17-3-2020 after hearing both parties. The Workman also filed its synopsis in his written arguments on preliminary issues. On 12-3-2022, Ld. Rep. Shri Subhash Naik appearing for the Workman as well as Ld. Adv. Ms. N. Gaonkar representing the Employer submitted that the matter is likely to be settled amicably between the parties. Accordingly, on 20-01-2023, Ld. Rep. Shri Subhash Naik along with the Workman as well as Ld. Adv. Mrs. M. Rao h/f Adv. G. K. Sardesai representing the Employer along with its Director remained present and filed an application for Award in terms of settlement along with Memorandum of settlement u/s 2(P) r/w Sec-18(1) of the I. D. Act, 1947 between the Employer and the Workman which is on record at Exb. 50-colly and submitted that the matter be disposed off in terms of the settlement arrived at between the parties hereinabove. The terms of settlement as agreed between the parties hereinabove are reproduced hereunder:

- a. The Management agrees to pay the Workman Mr. Susen B. Jalmi a sum of Rs. 21,00,000/- (Rupees Twenty one lakhs only), vide cheque bearing No. 500008 dated 12-01-2023 drawn on JP Morgan Chase Bank, N. A., Mumbai 400098 Branch, in full and final settlement of all his claims.
- b. It is agreed between the parties that the Management shall not deduct TDS from the Settlement amount and Mr. Susen B. Jalmi undertakes to pay the Tax on the said amount.
- c. Accordingly, Mr. Susen B. Jalmi agrees not to pursue the references No. LC-II/IT/16/2016 before the Labour Court II or any dispute raised individually or through any union before any Tribunal, Court, Authority or Forum and treat the same as settled.
- d. It is agreed between the parties that this settlement shall be filed before the Labour Court II under reference No. LC-II/IT/16/2016 for an Award in terms of the present settlement.

I have gone through the terms of settlement signed by the parties hereinabove and am of the opinion that the said terms of settlement are beneficial to both the parties. The said terms of

settlement are also useful for the harmonious relations between the parties. It furthers industrial harmony at the workplace. Hence, I approved the same.

In view of above and with regards to the facts and circumstances of the present case, I proceed to pass the following order.

#### ORDER

1. It is hereby held that the reference as to whether the action of the management of M/s. Pfizer Ltd., Verna Industrial Estate, Verna, Salcette, Goa, in dismissing Shri Susen Jalmi, Operator, w.e.f. 23-12-2015 is legal and justified, does not survive.
2. Inform the Government accordingly.

Sd/-  
(Suresh N. Narulkar)  
Presiding Officer,  
Labour Court-II.

#### Order

No. 28/07/2023-LAB/184

Whereas, the Government of Goa is of the opinion that an industrial dispute exists between the management of M/s. Varun Beverages Limited, Plot No. 4/A, Sanguem Industrial Estate, Dhabamol, Xelpem, Sanguem, Goa and it's workmen represented by the Varun Beverages Employees Union, in respect of the matter specified in the Schedule hereto;

And whereas, the Government of Goa considers it expedient to refer the said dispute for adjudication.

Now, therefore, in exercise of the powers conferred by Clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947), the Government of Goa hereby refers the said dispute for adjudication to the Industrial Tribunal of Goa at Panaji-Goa, constituted under Section 7A of the said Act.

#### SCHEDULE

- (1) Whether the action of the management of M/s. Varun Beverages Limited, Plot No. 4/A, Sanguem Industrial Estate, Dhabamol, Xelpem, Sanguem, Goa in not conceding the following demands raised by the Varun Beverages Employees Union vide their letter dated 29-03-2019, is legal and justified?

#### CHARTER OF DEMANDS

#### **Demand No. 1: REVISION OF THE WAGE STRUCTURE:-**

The existing pay scales shall be revised.

**Demand No. 2: FLAT-RISE IN BASIC-SALARY & PAY-SCALES:-**

- (a) That with effect from 01-04-2019 each worker be paid a sum of Rs. 15,000/- as a Flat-Rise over and above the existing basic salary as on 31-03-2019. The total basic salary as on 31-03-2019 plus a Flat-Rise of Rs. 15,000/- per month be placed in the pay-scales.
- (b) All the workmen should be designated according to the nature of work duties presently being carried out by them and their other existing basic wages should be increased. All the workmen should be given Rs. 1,000/- as an annual increment.

**Demand No. 3: VARIABLE DEARNESS ALLOWANCE (VDA):-**

All the workmen should be given V.D.A. as per all India Base Consumer Price Index Series 1949=100 at the rate of Rupee 5.00 per point subject to appropriate deduction in neutralization points. The same may be given in order to compete with the sky rocketed inflation in the market and day to day rising standard of living of the people in the State of Goa which is at par with Delhi the capital city of the sub continent country like India. It is therefore demanded that handsome V.D.A. be paid to the company workmen so that they can sustain against the rising rate of inflation in the State.

**Demand No. 4: FIXED DEARNESS ALLOWANCE (FDA):-**

That with effect from 01-04-2019 all the work person be paid Fixed Dearness Allowance (FDA) @ Rs. 2500/- per month.

**Demand No. 5: HOUSE RENT ALLOWANCE (HRA):-**

That with effect from 01-04-2019 all the work persons be paid a House Rent Allowance (HRA) @ Rs. 5,000/- per month.

**Demand No. 6: LEAVE FACILITIES:-**

The workers demand leave facilities as follows:-

- (a) PRIVILEGE LEAVE:- Each worker be made eligible to Privilege Leave at the rate of 30 days per annum with a facility to accumulate upto 100 days.
- (b) CASUAL LEAVE:- All the workmen should be given 15 days Casual Leave per annum with a facility to encash the balance unavailed leave.
- (c) SICK LEAVE:- It is demanded that sick leave be given up to 20 days per annum with a facility to accumulate up to 15 days.

(d) PATERNITY LEAVE:- Every eligible workmen be given 10 days paternity leave with a full pay.

(e) BEVERMENT LEAVE:- In case of death of any family member of the workmen, the concern worker be granted 12 days leave with full pay.

(f) PHYSICAL ATTENDANCE:- Limits of physical attendance of the workmen should be 210 days per annum.

(g) BANDH DAY:- If company is running on Bandh day/general strike day in Goa, company should take all responsibility and provide free transportation facility with security to the workmen from home to company and back to home. And if it is not possible company must make full pay on such day.

(d) R.H. HOLIDAYS:- R. H. Holidays should be considered as regular holidays.

**Demand No. 7: TRANSPORT FACILITY:-**

(a) Transport Facility:- Existing facility of transport should continue and additional transport facility must be provided on Shiroda to Ponda route.

(b) Those workmen who are not afforded transport facility by the company should be paid at the rate of Rs. 10/- per km. with a shortest distance from house to the place of employment.

(c) Regular Inspection:- That further regular inspection of transport vehicles to ensure safety and security of the workmen be done with a regular interval of every three months.

(d) Similarly it is demanded that the transport contractor be changed after every five years.

**Demand No. 8: ALLOWANCES:-**

(a) CHILDREN EDUCATIONAL ALLOWANCE:- Union demand that all the eligible workmen should be given Children Education Allowance (CEA) @ Rs. 2,400/- per month.

(b) WASHING ALLOWANCES:- That with effect from 01-04-2019 each workmen be paid washing allowance @ INR 2,000/- per month per person.

(c) LEAVE TRAVEL ALLOWANCE:- That each worker should be eligible to Leave Travel Allowance (LTA) at the rate of one month gross salary per annum.



- (d) **SHIFT ALLOWANCE:-** Union demanded that each workmen be paid Shift Allowance as below:-

1st Shift Allowance Rs. 100/- per day.

2nd Shift Allowance Rs. 150/- per day.

3rd Shift Allowance Rs. 200/- per day.

Whereas continuous work duties during the third shift be intervene with one hour of rest with a provision of free supply of breakfast or light refreshment.

- (e) **INCONVENIENCE ALLOWANCE:-** Similarly Inconvenience Allowance @ Rs. 100/- per day be paid to all the workmen on 3rd Shift.
- (f) **SERVICE ALLOWANCE:-** All the workmen should be given service allowance of Rs. 100/- on every complete years of service.
- (g) **ATTENDENCE ALLOWANCE:-** In order to encourage and motivate maximum attendance allowance as shown below be paid:-
- 26th days attendance Rs. 600/- per month.  
24th days attendance Rs. 400/- per month.  
22nd days attendance Rs. 200/- per month.
- (h) **MAINTENANCE ALLOWANCE:-** Machine Maintenance Allowance of Rs. 500/- per month be paid to the workmen who repairs the machine or work towards dismantling/ assembling of machine.
- (i) **MEDICAL ALLOWANCE:-** The Union demand that all the workmen who are not under E.S.I. Scheme be paid the medical allowance @ INR 3500/- per month per person. All their medical expenses including the expenses towards domiciliary facilities and treatment to the workmen and his family including dependent parents be reimbursed by the company. The same is required in view of the fact of high cost of medicines, doctors and hospitalization fees etc.

**Demand No. 9: MEDICAL FACILITIES:-**

- (a) **Insurance Cover:-** All the workmen should be covered under medical policy up to Rs. 5,00,000/- (Rupees Five lakhs only) extending the insurance coverage to their spouse, children and dependent parents.
- (b) **Death Insurance:-** All the workmen should be covered under Death Insurance Scheme of Rs. 15,00,000/- (Rupees fifteen lakhs only) for any kind of death that may be caused during their tenure of service in the company.
- (c) **Accident Insurance:-** All the workmen should be covered under accident insurance related scheme for a benefit of Rs. 10,00,000/-.

- (d) If any worker undergoes medical treatment or any sickness or disease and has to remain absent on duty due to sickness for a longer period, he should be given full pay special leave till he joins his duty.
- (e) Company should tie up with standard hospital for the purpose of extending the facility of immediate treatment to the workmen in case of an emergency.
- (f) Standby 24 hours ambulance facilities should be made available.
- (g) Company should grant a sum of Rs. 25,000/- as an emergency medical assistance in case of required hospitalization or death of family members of the workmen.

**Demand No. 10: LOAN FACILITY:-**

- (a) **PERSONAL LOAN:-** Union demand that interest free personal loan of Rs. 3,00,000/- (Rupees Three lakhs only) should be given to the workmen to be repaid with an easy monthly installment within a period of 7 years.
- (b) **HOUSE LOAN:-** Interest free loan of Rs. 5,00,000/- (Rupees five lakhs only) be paid to workmen towards the construction or upgradation of a house.

**Demand No. 11: OTHER FACILITIES:-**

- (a) The facilities which have not been expressly modified/changed/alterd shall continue to be applicable and enjoyed by the workmen and they shall not be adversely affected as a result of present demand.
- (b) **DEATH RELIEF FUND:-** In case of a death of any workmen caused during the service in or outside the factory premises, all the workmen shall contribute towards the death relief fund to the extent of one day's wages and employer should contribute a sum of Rs. 2,00,000/- (Rupees two lakh only) and such amount to be paid and handed over to the legal heirs of the deceased as a death relief fund.
- (c) **FESTIVAL ADVANCE:-** All the workmen should be given Rs. 20,000/- as a Festival Advance once in a year along with two crates of pat bottles of fruit juices.
- (d) **MARRIAGE GIFT:-** On workmen's marriage one month's gross salary should be given as a gift to him.
- (e) **SERVICE REWARD:-** All the workmen should be given service reward as shown below:-
- (1) Completion of 5 years service — Rs. 10,000/-

- (2) Completion of 10 years service — Rs. 15,000/-  
 (3) Completion of 15 years service — Rs. 20,000/-  
 (4) Completion of 20 years service — Rs. 25,000/-  
 (5) And the service above 20 years — Rs. 30,000/-

**Demand No. 12: OTHER DEMANDS:-**

- (A) In future new line comes and old workers is forced to operate new line, he should be given flat rise of Rs. 5,000/- in basic salary.  
 (B) If plant is running in 3 shifts, then company should provide 3:3 Relief System and also give back up reliever.  
 (C) 6 bottles of 1.25 ltr. should be provided to every worker every month.  
 (D) BIRTHDAY COUPON:- Company should give Rs. 1,000/- as Birthday Gift to every workmen (which includes 1 Kg. cake, chocolates and a case of fruit juice and a gift voucher).  
 (E) SAFETY SHOES ETC:- Raincoats, Umbrellas & Safety Shoes of standard quality to ensure industrial safety should be provided to the workmen every year.  
 (F) UNIFORM:- Three sets of an uniforms of a standard quality fabric be provided to the workmen every year.  
 (G) Canteen facility should be improved and superior quality of food should be provided to all the workmen and to ensure the same, contract of canteen should be changed every year. 100% subsidized food be provided to all workmen.  
 (H) PICNIC:- Company should arrange 2 days overnight picnic outside the State of Goa in the monsoon season somewhere in the month of July with a proper arrangement of a transport, food & accommodation for all the workmen and if the same is not feasible then in such case the workmen be paid Rs. 3,000/- towards picnic. If any workmen required to attend his duty on such date he should be given extra benefit as mentioned above.  
 (I) BONUS EX-GRATIA:- That each worker be paid Bonus-cum-Ex-Gratia @20% per annum without any ceiling.  
 (J) SCHOLARSHIP:- Children of workmen should be awarded every year by giving scholarship as below for achieving 80% and above.

Std. I - V — Rs. 2,000/-

Std. VI - IX — Rs. 5,000/-

Std. X — Rs. 10,000/-  
 Std. XII — Rs. 15,000/-  
 Graduate — Rs. 20,000/-

- (K) Company should give 50% discount to its workmen towards the purchase of its own products for workers family functions and celebrations.  
 (L) Company should provide fully furnished office premises with computer facility and other equipments for the union office.  
 (M) Company should provide a rest room with necessary facilities.  
 (N) Promotion facility should be considered.  
 (O) PAYMENT OF ARREARS:- In case of delay caused in timely arriving at the amicable settlement over a workers COD, all the workmen shall be paid along with the interest rate @12% payable to them since the commencement of the new period of settlement till actual signing of the settlement.  
 (P) Similarly arrears on LTA, overtime and bonus also be paid to workmen as incase of arrears on the settlement.  
 (Q) Rectification/fitment of V.D.A of some workers should be made.  
 (R) Company should relieve unit committee to do union work/attending meeting/training programme etc. and grant them special leave.

**Demand No. 13: SHIFT TIMINGS:-**

The timing of the shift should be changed as under:-

1st Shift 7.00 a.m. to 3.00 p.m.

2nd Shift 3.00 p.m. to 11.00 p.m.

3rd Shift 11.00 p.m. to 7.00 a.m.

That accordingly transportation/bus shall leave one hour before from Ponda and Arlem.

**Demand No. 14: FORMATION OF SOCIETY:-**

In case if the union resolves to form employees credit co-operative society among the workmen company should support the union in all terms by providing premises along with infrastructure such as furniture, laptop and safe, etc. with a facility of deduction of installments from the monthly wages of the debtor.

**Demand No. 15: SPECIAL DEMAND:-**

- (1) Gratuity should be given at 45 days total wages of every completed year of service.



(2) VRS (Voluntary Retirement Scheme) to be implemented and all the benefits to be given which are there.

(3) After A.I.B. audit every workmen should be given a gift.

(4) Multi-skilling: All the workmen should get multi skill pay out which is there in STD-Multiskill Act.

**Demand No. 16: RETROSPECTIVE EFFECT:-** All the above demands and benefits should be given with effect from 1st April, 2019.

**Demand No. 17: PERIOD OF SETTLEMENT:-** The period of settlement shall be of 3 years.

(2) If answer to issue No. (1) above is in negative then what relief the workmen are entitled to?

By order and in the name of the Governor of Goa.

*Amalia O. F. Pinto*, Under Secretary (Labour).  
Porvorim, 8th March, 2023.

#### Notification

No. 28/02/2023-LAB/Part-I/214

The following Award passed by the Labour Court-II, at Panaji-Goa on 03-03-2023 in Case No. Ref. LC-II/IT/06/06 is hereby published as required under Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

*Amalia O. F. Pinto*, Under Secretary (Labour).  
Porvorim, 15th March, 2023.

IN THE LABOUR COURT-II  
GOVERNMENT OF GOA  
AT PANAJI

**(Before Shri Suresh N. Narulkar, Hon'ble  
Presiding Officer)**

Case No. Ref. LC-II/IT/06/06

Shri Menino Estibeiro,  
H. No. 447, Near Lake  
Goddar, Macasana,  
Salcete-Goa.

..... Workman/Party I

V/s

M/s. Goa Shipyard Pvt. Ltd.,  
Vaddem, Vasco-da-Gama-Goa. .... Employer/Party II

Workman/Party-I represented by Ld. Rep. Shri Subhash Naik George.

Employer/Party-II represented by Adv. Shri M. S. Bandodkar.

Panaji, dated: 03-03-2023.

#### AWARD

1. In exercise of the powers conferred by Clause (c) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947), the Government of Goa, by Order dated 24-02-2006, bearing No. 28/37/2003-LAB/129 referred the following dispute for adjudication to the Labour Court-II, of Goa.

*“(1) Whether the action of M/s. Goa Shipyard Private Limited, Vasco-da-Gama, Goa, in dismissing its Workman, namely, Shri Menino Estibeiro, Mazdoor, with effect from 22-01-2005, is legal and justified?”*

*“(2) If not, to what relief the Workman is entitled?”*

2. On receipt of the reference, a case was registered under No. IT/06/06 and registered A/D notice was issued to the Parties. In pursuance to the said notice, the Parties put in their appearance. The Workman/Party-I (for short 'Workman') filed his Statement of Claim on 02-05-2006 at Exb. 4. The facts of the case, in brief as pleaded by the Workman are that there exist a union by name Shipyard Employees Union (for short, 'the said union') in the Employer establishment. He stated that the said union is the sole bargaining agent having strength of over 1,800 as its members out of 1850 Workmen. He stated that on 23-3-1996, the election of the said union was held. He stated that Shri Vincent P. Dias was elected as the President, Shri Kishore Shet, Shri Pramod Bandekar, Shri Sebastian Rebello as Vice Presidents, Shri D. Ramalingam as General Secretary, Shri Ashok Shinde, Shri Namdeo Naik as Secretaries and Shri Agnelo S. D'Souza as Treasurer of the said Union. He stated that 05-05-1997, Shri P.V. Dias called for a Managing Committee meeting within the Employer's premises to be held on 08-05-1997. He stated that on 07-05-1997, Shri Ashok Shinde as Secretary, issued a letter to the Employer to the effect that the meeting called on 08-05-1997 was cancelled. He stated that on 09-05-1997, the entry of Shri P. Vincent Dias was barred under instructions of the management by the C.I.S.F. He stated that on 02-06-1997, 21 members of the Managing Committee requested the President in writing to convene a Managing Committee Meeting on 06-06-1997 at 16.30 hours at Kamat Canteen, A.C. Hall, Kadamba Bus Stand. He stated that on 06-06-1997, the Managing Committee met and decided to hold a General Body Meeting on

20-06-1997. He stated that on 09-06-1997 pursuant to the Managing Committee decision on 06-06-1997, show-cause notices were issued to five Managing Committee Members stating as to why they should not be dismissed from the membership of the union. He stated that on 14-06-1997, the Employer issued notice, permitting to hold the meeting on 20-6-1997 at 9.30 a.m. at Scooter Parking Shed of the Employer. He stated that the said meeting was called by Shri D. Ramalingam on whom the show-cause notice was served. He stated that on 19-06-1997 at 18.30 hours' a notice was delivered to Shri P. Vincent Dias to show-cause why his membership of the union should not be terminated. He stated that on 20-06-1997, the General Body Meeting called in the scooter parking shed could not be held due to law and order problem. He stated that on 20-06-1997, police led by Shri Thorat, the then PSI threatened to lathi charge in the event the members of the union assembled at the venue of the meeting. He stated that on 21-6-1997, 1207 members of the said union issued a notice stating that if the President failed to call the meeting, they themselves would hold a meeting on the said date and place and Shri Paul Fernandes would Chair the meeting. He stated that on 19-7-1997 elections were held. He stated that on 19-7-1997, 1220 members voted and ratified the elections. He stated that 1319 members wrote a letter to the Registrar of Trade Union furnishing their names of the newly elected members. He stated that on 21-7-1997 Shri Damodar R. Dessai and 3 others filed a regular Civil Suit bearing No. 37/1997 in the Civil Court at Vasco-da-Gama, alleging false statement against the office bearer of the Managing Committee of the said union, who were elected on 19-7-1997 and prayed for a declaration that the special General Body Meeting held on 10-07-1997 under the Chairmanship of Shri Paul Fernandes be declared as null and void and consequently, the election held on 19-07-1997 be set aside. He stated that the said Damodar Dessai and 3 others in the said Civil Suit further prayed for a permanent injunction restraining the defendants, or any person acting on their behalf to take over the management, control and function of the said union or obstructing physically or interfering or otherwise preventing the management, governing the affairs of the said union or interfering in the said union till the office bearer and the Managing Committee is finally elected and recognized by the competent authorities. He stated that the said Damodar Dessai and others also filed a Civil Misc. Application, bearing No. 99/1997, along with the said Civil Suit No. 37/1997. He stated that on 24-7-1997, the Managing Committee of the said union filed a regular Civil Suit No. 54/97/B and also filed a Civil Misc.

Application No.100/97 for a declaration that the meeting held under the Chairmanship of Shri Paul Fernandes and the resolutions taken therein on 10-07-1997 be held as legal, valid and subsisting. He stated that in the said Civil Suit No. 54/1997/B, they had prayed for a declaration that there was no special General Body Meeting held on 20-06-1997 and that a permanent injunction restraining the defendants, their members, servants etc. from holding a special general body meeting on 25-07-1997 at Vasco-da-Gama, Goa and also for a temporary injunction. He stated that the Civil Judge ordered that the defendants in the Regular Civil Suit No. 37/1997 are restrained from interfering with or disrupting the elections scheduled to be held on 25-07-1997, however the Plaintiff and other elected members of the factions supported by the Plaintiff shall not take charge of their respective post till the disposal of the suit or till the elections held on 19-07-1997 are declared to be illegal and void.

3. He stated that on 06-01-2001, 13 Workmen were issued letter of suspension alleging that consequent upon receipt of reports of their unlawful activities leading to rioting and violence at the court premises of Judicial Magistrate First Class at Mangor Hill, Vasco-da-Gama on 3rd January, 1998, they are suspended from work with immediate effect, till further orders. He stated that the Employer thereafter conducted a domestic enquiry by issuing them a charge-sheet dated 12-05-1998, alleging that on 03-01-1998 he was required to be on duty, but instead of reporting for duty in concert and in combination thereof, along with other Workmen, abstained from duty, assembled at the main gate of Goa Shipyard Limited and stopped some of the Workmen from attending duty.

4. He submitted that there were no justifiable, valid and genuine reasons for the Disciplinary Authority to differ from the findings of the Enquiry Officer as the reasoning of the Enquiry Officer does not suffer from any infirmity. He submitted that the enquiry conducted against him is illegal, null and void and in violation of the principles of natural justice as well as against the Certified Standing Orders. He submitted that the Disciplinary Authority has no authority to rewrite the findings under the Certified Standing Orders. He submitted that the Disciplinary Authority being also an Appellate Authority, has deprived him rights vested in them and therefore the entire exercise of the Disciplinary Authority is illegal and unjustified. He submitted that the Disciplinary Authority re-wrote the findings without giving him any opportunity to show-cause as to whether such re-writing was permissible in law under the Certified Standing Orders. He submitted

that the Disciplinary Authority has acted maliciously and perversely. He submitted that the re-writing of the findings by the Disciplinary Authority is colourable exercise of jurisdiction, an abuse of power and a fraud on the statue. The Workmen therefore prayed for setting aside the findings of the Disciplinary Authority as well as the Enquiry Authority.

5. The Employer resisted the Claim of the Workman by filing its Written Statement on 27-08-2007 at Exb.8. The Employer, by way of preliminary objection submitted that the entire reference is bad-in-law and not maintainable as it is not a private limited company, but it is a public limited company and public sector undertaking. The Employer submitted that the State Government is not the appropriate Government. The Employer submitted that it is a Central Government's Public Sector undertaking. The Employer submitted that it is in the business of Ship building and Ship repairs for Indian Navy and Coast Guards. The Employer submitted that its business is carried out and controlled under the authority of Central Government. The Employer submitted that it is under the administrative control of Ministry of Defense, Department of Defense Production. The Employer therefore submitted that the Appropriate Government in its case is Central Government and not Government of Goa. The Employer further submitted that the Government of Goa has no authority and/or jurisdiction to entertain and refer the present dispute.

6. The Employer stated that on 03-01-1998, the Workmen along with his co-workmen remained unauthorizedly absent from duty, without sanction of leave and/or without information and permission from the superiors. The Employer stated that the Workman along with some other workmen unauthorizedly assembled outside its main gate and illegally and unjustifiably obstructed and prohibited its workers from entering in the premises for performing their duties. The Employer stated that the Workman along with some other workmen created tense and terror in the minds of other workers, who came on 3-1-1998 at the gate to report for their duties. The Employer stated that because of fear and terror created in the minds of its workers by the Workman and some other Workmen, majority of workers including some lady workers, unwillingly, but arising out of fear and pressure by the Workman along with some other workmen went at Mangor Hill, by paralyzing the work and its functioning.

7. The Employer stated that thereafter, the Workman along with some other workmen unauthorizedly assembled outside the Court

premises at Mangor Hill, Vasco-da-Gama and started shouting slogans by using filthy languages. The Employer stated that they also abused other workers, who claimed to be defendants in the said Civil Suit. The Employer stated that because of the said act of the Workman, there was disturbance for the advocates and litigants who wanted to attend the court in their respective cases. The Employer stated that some of the workers including the workers claiming to be the Plaintiffs and Defendants in the said Civil Suit were inside the court premises. The Employer stated that since the Presiding Officer was on leave, the matter was adjourned to some other date.

8. The Employer stated that having knowledge of the adjournment of the matter, the concerned Workman and some other workers became violent to such an extent that they physically assaulted, manhandled Adv. Shri Shirodkar, who was going out of the court premises. The Employer stated that the Workman along with some other workmen snatched the brief case of the said advocate and also caught hold of his coat. The Employer stated that arising out of physical attack, Adv. Shirodkar got scared and rushed in the court premises to protect himself and filed a complaint before one of the Judicial Magistrate, who was present in the Court.

9. The Employer stated that the Workman along with some other workmen and their supporters started pelting stones not only on the other workers, who claimed to be defendants in the said Civil Suit, but also on the Court building. The Employer stated that though there were some police personnel, who witnessed that the Workman and some other workmen are becoming violent, to avoid any law and order situation, called for additional police force. The Employer stated that thereafter police inspector Mr. Thorat and Executive Magistrate of Vasco-da-Gama came at the Court premises.

10. The Employer stated that the Police personnel and the Executive Magistrate asked the workers including the Workman to vacate the court premises. The Employer stated that meanwhile, the Workman along with some other workmen instigated the mob and encouraged to become violent. The Employer stated that because of the instigation by the Workman and some other workmen, there was an unpleasant incident of pelting stones on the temple of law. The Employer stated that the Workman was directly involved in it and such an act was not acceptable from any person, much less by the workmen of any public sector undertaking. The Employer stated that because of terror and havoc



created by the Workman along with some other workmen, the workmen who were in the court premises, out of fear were not ready to come down from the court premises. The Employer stated that the Executive Magistrate and Police Inspector asked those workmen to vacate the premises. The Employer stated that having regards to violent mood of the Workman and some of the workmen, the Police Inspector assured the workmen who were in the court premises that the police will escort them and they will be dropped by the police van. The Employer stated that however, the workers were not willing to come down from the court premises because of threat and terror atmosphere created by the Workman and others. The Employer stated that the Executive Magistrate and Police Inspector were compelled to give protection and forced the workmen, who were in the court premises, to vacate the court premises, and then only the workmen came down from the court premises with support and help of police. The Employer stated that however, the violent activities of the Workman along with some other workmen continued. The Employer stated that they even pelted stones on those workmen, who were escorted by the police personnel, including police personnel, which resulted in injuries to three workmen. The Employer stated that the Workman along with some other workmen were not in a mood even to listen the Police Inspector and Executive Magistrate and continued their illegal activities. The Employer stated that the police were compelled to make a lathi charge on the workmen. The Employer stated that the Workman along with some of the workmen were even arrested by the police and charge-sheets were filed against them for their illegal and unjustified act including an act at the court premises.

11. The Employer stated that entire act of the Workman along with some other workmen that also from the public sector undertaking, were grave and serious acts of misconducts including subversive of discipline and good behavior outside the premises and such act was detrimental for smooth functioning of the establishment. The Employer stated that they therefore suspended the Workman including some other workmen, who were indulged in the illegal activities, pending enquiry and result thereof.

12. The Employer further submitted that they served the charge-sheet individually on those workmen including the Workman. The Employer stated that the Workman submitted his written explanation, however the said written explanation was not satisfactory, therefore they decided to conduct the enquiry.

13. The Employer further submitted that, initially it started individual and separate enquires of all the workmen including the Workman, who were issued the charge sheets. The Employer stated that since all the charge-sheets were arising out of the same incident and misconducts were more or less similar, it was decided to conduct a common enquiry of all fourteen workmen. The Employer stated that therefore the enquiry of the Workman was clubbed with enquiries of other workmen. The Employer submitted that some of the workmen accepted their guilt at the beginning of the enquiry itself, whereas the enquiry of the Workman continued. The Employer further stated that the Workman fully participated in the enquiry and he was represented by Adv. Mario Almeida. The Employer stated that during the enquiry, they examined three witnesses in support of the charges and they were thoroughly and in length cross-examined by the Advocate of the Workman. The Employer submitted that the evidence against the three witnesses was consistent, corroborative, and arising out of the factual events.

14. The Employer stated that the Workman examined himself besides other workmen, including independent witnesses. The Employer stated that however, they did not bring cogent evidence in their defense to justify their action and/or contrary to the evidence of the management. The Employer stated that the Enquiry Officer, while appreciating the evidence, came to the conclusion that there is sufficient evidence to prove that charges levelled against the Workman. The Employer stated that however, to the utter surprise, the Enquiry Officer held the Workman guilty of only single charge i.e. going on illegal strike or abetting, instigating or acting in furtherance the normal conduct or work of the company", and submitted his findings to the Employer. The Employer stated that the Enquiry Officer while appreciating the evidence observed and analyzed the contradiction in the defense evidence.

15. The Employer submitted that the Disciplinary Authority perused the enquiry proceedings, its connected papers and findings of the Enquiry Officer. The Employer stated that the Disciplinary Authority however, did not concur with the findings of the Enquiry Officer. The Employer stated that the Disciplinary Authority, after appreciating the enquiry proceedings and findings of the Enquiry Officer, came to a firm and definite conclusion that all the charges levelled against the Workman have been proved. The Employer stated that the Disciplinary Authority, therefore while issuing a show-cause notice dated 17-02-2004 to the Workman, also issued/enclosed his separate reasoning as to why

and how the Disciplinary Authority differ with the findings of the Enquiry Officer on the remaining charges, which according to the Enquiry Officer are not proved and how the said charges are also proved against the Workman. The Employer stated that the Disciplinary Authority, while issuing the said show-cause notice, enclosed the findings of Enquiry Officer and his own findings. The Employer stated that they had given 7 days' time to the Workman to file his reply to the said show-cause notice. The Employer stated that the Workman, by his letter dated 24-02-2004 requested for extension of two months' time to file the reply to the said show-cause notice. The Employer stated that they, by its letter dated 10-03-2004 granted two months' time to file his reply. The Employer stated that the Workman filed his reply dated 08-05-2004 to the aforesaid show-cause notice of the Employer dated 17-02-2004. The Employer stated that the Workman, vide his reply dated 08-05-2004 denied the charges levelled against him and further submitted that the Disciplinary Authority has no power to differ from the findings of the Enquiry Officer.

16. The Employer stated that some of other workers concerned in the same enquiry and who had been also issued similar show-cause notices, filed writ petitions bearings No. 143 of 2004 to 150 of 2004 before the Hon'ble High Court of Bombay at Panaji Bench, challenging the validity of show-cause notice issued by the Employer. The Hon'ble Court observed that before the Disciplinary Authority differs with the view of the Enquiry Officer and proposed to come to a different conclusion, a reasonable opportunity of hearing should be granted to the workmen to show-cause against the reversal of the findings, which have been recorded in his favour by the Enquiry Officer. The Hon'ble Court further observed that the Respondent (the Employer) will be at liberty to issue a show-cause notice to the Petitioners for showing cause against the proposal of the Disciplinary Authority, taking a different view from the view taken by the Enquiry Officer.

17. The Employer stated that in view of the observations made by the Hon'ble High Court, they, by their letter dated 01-07-2004 withdrew its earlier show-cause notice and issued a fresh show-cause notice enclosing the reasoning of the Disciplinary Authority, as to why he is differing from the findings of the Enquiry Officer and asked to show-cause to indicate the reasons as to why the Disciplinary Authority should not differ from the findings of the Enquiry Officer to the extent of holding him guilty of the charges from Sr. No. 2 to 6 mentioned in the

impugned charge-sheet. The Employer stated that the Workman, vide his letter dated 01-09-2004, submitted his reply to the show-cause notice dated 01-07-2004. The Employer stated that since the explanation submitted by the Workman, vide his letter dated 01-09-2004 was not satisfactory, he was issued a show-cause notice dated 10-12-2004 asking his explanation within 7 days from the receipt of the said show-cause notice. The Employer stated that the Workman, by his letter dated 20-12-2004, requested for 3 months' time to file reply to the said show-cause notice. The Employer stated that they, by its letter dated 27-12-2004, granted 15 days' time to the Workman to file his reply to the said show-cause notice. The Employer further submitted that the Workman, by his letter dated 10-01-2005 submitted his explanation to the said show-cause notice. The Employer stated that after carefully going through the said explanation of the Workman, they found that it was far from satisfactory and further observed that the points and objections raised by the Workman were not at all relevant and contrary to the facts of the case, circumstances and situation arising out of the misconducts committed by the Workman. The Employer stated that having regards to the gravity of the charges found proved against the Workman, they by its order dated 22-1-2005, dismissed the Workman as per the provisions of the Certified Standing Orders applicable to the establishment.

18. The Employer submitted that while dismissing the Workman from the services, they did follow the procedure of law and full and fair opportunity was given to the Workman to defend his case while conducting the enquiry. The Employer submitted that the enquiry was conducted by following the principles of natural justice. The Employer submitted that the entire action on the part of the Employer is arising out of the principles of natural justice and observations made by the Hon'ble High Court. The company further submits that entire action of the Employer is within the parameter and provisions of the law and this Hon'ble Tribunal should not interfere with the bonafide decision of the Employer.

19. Without prejudice the Employer further submits that assuming without admitting if this Hon'ble Tribunal comes to the conclusion that the enquiry has not been conducted by following principles of natural justice or that the findings of the Enquiry Officer/Disciplinary Authority is/are perverse and/or bias (there is no scope/warrant to come to such conclusion), the company crave leave to lead additional evidence to justify its action of dismissal of the Workman.

20. Thereafter the Workman filed his Re-joinder on 07-07-2008 at Exb. 15. The Workman by way of his

Re-joinder denied each and every statement, averments and submissions made by the Employer vide their Written Statement filed in the present proceedings and reiterates and confirms the statements, averments and submissions made by him in his statement of claim.

21. Based on the pleadings filed by the respective parties this Hon'ble Court framed the following issues on 17-11-2009 at Exb. 26.

1. Whether a fair & proper enquiry was conducted against the Workman/Party I pertaining to the alleged misconduct?
2. Whether the Workman/Party I prove that the findings submitted by the Enquiry Officer are valid and legal?
3. Whether the Workman/Party I prove that the action of the Disciplinary Authority to differ from the findings given by the Enquiry Officer is illegal null and void?
4. Whether the charges of alleged misconduct leveled against the Workman/Party-I are proved to the satisfaction of this court by acceptable evidence?
5. Whether the Workman/Party-I proves that the action of the Party-II/Employer in terminating his services w.e.f. 22-01-2005 is illegal and unjustified?
6. Whether the Employer/Party-II proves that the present Order of Reference is bad in law view of the reasons stated in Para 2 (a) & (b) of its Written Statement?
7. Whether the Party-I proves that he is entitled to any relief?
8. What Award? What Order?

22. My answers to the aforesaid issues are as under:

- a) Issue No. 1 : In the affirmative.
- b) Issue No. 2 : Partly in the affirmative and partly in the negative.
- c) Issue No. 3 : In the negative.
- d) Issue No. 4 : Partly in the affirmative and partly in the negative.
- e) Issue No. 5 : In the affirmative.
- f) Issue No. 6 : In the negative.
- g) Issue No. 7 & 8 : As per final order.

I have heard the oral arguments of the Ld. Rep. Shri Subhash Naik appearing for the Workman as well as Ld. Adv. Shri M. S. Bandodkar representing the Employer. Both the parties also filed their synopsis of written arguments respectively. I have carefully perused the entire records of the present case. I have also carefully considered the submissions advanced before me.

#### REASONS:

##### Issue No. 1:

23. Vide order dated 09-06-2015 passed in my findings on the preliminary issue No. 1 to 4, it has been held that a fair and proper enquiry was conducted against the Workman in consonance with the principles of natural justice as well as with the provisions of the Certified Standing Orders of the Employer in respect of charge-sheet dated 12-05-1998 issued to him. The issue No.1 is therefore answered in the affirmative.

##### Issue No. 2:

24. Vide order dated 09-06-2015 passed in my findings on the preliminary issue No. 1 to 4, it has been held that the Employer partly proved the charges of misconduct to the satisfaction of this court by acceptable evidence against the Workman, in respect of charge-sheet dated 12-05-1998 to the extent of proving the charges of misconduct at clause No. 29 (II), 29 (XI) and 29 (XII) only and the remaining charges of misconduct i.e. at clause No. 29 (XXXII), 29 (XXXVII) and 29 (XLI) of its Certified Standing Orders, have not been proved. The Issue No. 2 is therefore answered partly in the affirmative and partly in the negative.

##### Issue No. 3:

25. Vide order dated 09-06-2015 passed in my findings on the preliminary Issue No. 1 to 4, it has been held that the Workman failed to prove that the action of the disciplinary authority to differ from the findings given by the Enquiry Officer is illegal, null and void. The Issue No. 3 is therefore answered in the Negative.

##### Issue No. 4:

26. Vide order dated 09-06-2015 passed in my findings on the preliminary issue No. 1 to 4, it has been held that the Employer partly proved the charges of misconduct to the satisfaction of this court by acceptable evidence against the Workman, in respect of charge-sheet dated 12-05-1998 to the extent of proving the charges of misconduct at clause No. 29 (II), 29 (XI) and 29 (XII) only and the remaining charges of misconduct i.e. at Clause No. 29 (XXXII), 29 (XXXVII) and 29 (XLI) of its Certified Standing Orders, have not been proved. The Issue No. 2 is therefore answered partly in the affirmative and partly in the negative.

##### Issue No. 5 & 7:

27. Vide order dated 09-06-2015 passed in my findings on the preliminary issue No. 1 to 4, it has



been held that the Employer partly proved the charges of misconduct to the satisfaction of this court by acceptable evidence against the Workman, in respect of charge-sheet dated 12-05-1998 to the extent of proving the charges of misconduct at Clause No. 29 (II), 29 (XI) and 29 (XII) only and the remaining charges of misconduct i.e. at clause No. 29 (XXXII), 29 (XXXVII) and 29 (XLI) of its Certified Standing Orders, have not been proved.

28. The Employer therefore decided to lead fresh evidence before this Hon'ble Court in respect of the charges of misconduct i.e. at Clause No. 29 (XXXII), 29 (XXXVII) and 29 (XLI) of its Certified Standing Orders which has not been proved before the domestic inquiry. In order to prove the aforesaid misconduct, the Employer has examined the witnesses namely, Shri Damodar Desai, and Mr. Kishor Manohar Samant, the Addl. General Manager (Legal). In rebuttal, the Workman examined himself before this Hon'ble Court. All the witnesses examined by either parties, were thoroughly cross examined.

29. Though, it was necessary to prove the unproved charges by fresh and independent evidence, the Employer failed to adduce any fresh and independent evidence. The Employer however, once again examined Shri Damodar Dessai, who had examined before the Ld. Enquiry Officer and produced on record the same documents i.e. of proceedings of the enquiry complaint, dated 03-01-1998 against inhuman behaviour of supporters of Shri P. V. Dias by him and others, complaint of assault dated 03-01-1998, letter dated 06-01-1998 from the Police Inspector, Vasco Police Station, Vasco-Goa, F. I. R. dated 03-01-1998, report regarding Rioting Incident dated 07-01-1998 from Supdt. of Police to the Managing Director, G. S. L., letter dated 08-01-1998 from the Dy. Inspector General of Police, Panaji to the Managing Director, G. S. L. etc. The deposition of the said Shri Damodar Dessai is more or less the same. The said witness also could not produce the documentary evidence to establish the case in respect of unproved charges.

30. I have carefully gone through in detail, the evidence led by the Employer of Shri Damodar Desai as well as Shri Kishor Samant and on going through the same, there is no substantial evidence to prove the allegations that the workmen were restrained, detained or gheraoed by the workmen either inside or outside premises of the Employer Company. Similarly, there is no substantial acceptable evidence to prove the allegations and to prove the charge that any abusive or insulting language or any sort of threat or assault, intimidation or coercion was done

by the workmen within the premises of the Employer Company, which is directly effecting the discipline or work or business of the Company. Hence, it is held that the Employer failed to prove that the charges of misconduct at Clause No. 29 (XXXII), 29 (XXXVII) and 29 (XLI) of its Certified Standing Orders.

Thus, it is held that the Employer could prove the charges of misconduct at Clause No. 29(II), 29(XI) and 29(XII) of its Certified Standing Orders.

31. The Clause 29(II) of the Model Stranding Orders states that going on illegal strike or awaiting, inciting, instigating or acting in furtherance thereon or resorting to obstruction aimed at or resulting in paralyzing the normal conduct or work of the company. Clause 29 (XI) states that drunkenness, riotous, disorderly, indecent or improper behaviour on the premises of the establishment or outside the premises of the establishment if it adversely affects or is likely to affect the working or discipline of the establishment. Clause 29 (XII) states that commission of any act subversive of discipline or good behaviour on the premises or precincts of the establishment. Thus, the charges of misconduct proved against the Workman are not serious enough to warrant the termination of services. Taking into consideration the proved charges of misconduct as well as unblemished past service record of the Workman, the punishment of dismissal imposed on him is too harsh and shockingly disproportionate especially since there is not even an allegation that the misconduct is/are habitual. Hence, it is held that the action of the Employer in terminating the services of the Workman w.e.f. 22-01-2005 is illegal and unjustified. The Issue No. 5 is therefore answered in the affirmative.

32. Now the question is with regards to the proved charges against the concerned Workman whether any relief could be granted to the concerned workmen or not.

33. Ld. Adv. Shri M. S. Bhandodkar representing the Employer submitted that the Employer terminated the services of the Workman on account of loss of confidence in him and as such the Workman is not entitled for reinstatement in service. In support of his oral contention, Ld. Adv. M.S. Bhandodkar relied upon a judgment of Hon'ble High Court of Delhi in the case of North Delhi, Municipal Corporation V/s. Jaswant Singh, reported in 2019 III CLR 137. In the said case, the Hon'ble High Court of Delhi, after relying upon the judgment State Bank of Travancore v/s. Prem Singh, reported in 2019 SCC.8258 and other cases, summarized the Principles and held as under:

31. When an employee acts in a manner by which the management loses confidence in him, his reinstatement cannot be ordered because it would neither be desirable nor expedient to continue the employee in service. It may also be detrimental to the discipline or security of the establishment. In case of loss of confidence, only compensation can be awarded.
32. The plea of "loss of confidence" by the employer has to be bonafide. Loss of confidence cannot be subjective. It has to rest on some objective facts, which would induce a reasonable apprehension in the mind of the management regarding the trustworthiness of the employee and the power has to be exercised by the employer objectively in good faith, which means honestly with due care and prudence. Otherwise, a valuable right of reinstatement to which an employee is ordinarily entitled to, on a finding that he is not guilty of any misconduct, will be irretrievably lost to the employee.
33. The bonafide opinion formed by the employer about the suitability of his employee for the job assigned to him, even though erroneous, is final and not subject to review by the industrial adjudication.
34. In case of misconduct resulting in loss of confidence, the employer is not bound to hold any inquiry to visit the employee with penal action even if such reason happens to be misconduct of the employee. The employer, in its discretion, may invoke the power to discharge simpliciter for loss of confidence while dispensing with inquiry into the conduct of the workman. The departmental inquiry in such a case is not necessary.
35. The reinstatement of an employee terminated for loss of confidence cannot be ordered even if the inquiry held by the employer has been held to be bad.
36. The reinstatement of an employee terminated for loss of confidence for involvement in a criminal case cannot be directed even if the employee is able to secure a acquittal or discharge in the criminal case.
37. The reinstatement has not been considered desirable in cases where there have been strained relationship between employer and employee. The reinstatement is also denied when an employee has been found to be

guilty of subversive or prejudicial activities. The Courts have also denied reinstatement in cases where long time has lapsed or where the industry itself has become sick".

The principle laid down by the Hon'ble High Court of Delhi in its aforesaid case is applicable to the case in hand.

34. Section 11-A of the I.D. Act, 1947 empowers the Labour Court to interfere with the punishment given by the Employer. In my considered opinion, although there is a case to interfere with punishment by the Employer Company, they have lost its confidence in the Workman as the said Employer Company being a Government Company in the defense sector. In my opinion, it is not a fit case to grant reinstatement and/or back wages.

35. Having regards to the proved charges and loss of confidence on the part of the Employer Company, the ends of justice would be met through grant of some lump sum amount to the concerned Workman. Accordingly, the Employer company shall pay a sum of Rs. 5,00,000/- (Rupees five lakhs only) to the Workman. The said amount shall be paid by the Employer Company within a month from the publication of the Award, failing which it shall bears a simple interest of 9% p.a.

#### **Issue No. 6:**

36. The Employer, as and by way of its preliminary objection, submitted that it is a public limited company and public sector undertaking and that the State Government is not the appropriate Government, that it is a Central Government's Public Sector Undertaking and it is in the business of ship building and ship repairs for Indian Navy and Coast Guard, that its business is carried out and control under the authority of Central Government, that it is under the Administrative control of Ministry of Defence, Department of Defence Production. The Employer therefore submitted that the appropriate Government in its case is Central Government and not Government of Goa and that the Government of Goa has no authority and/or jurisdiction to entertain and refer the present dispute. The burden was cast upon the Employer.

37. By notification dated 03-07-1998, the Government of India, Ministry of Labour, New Delhi informed that in exercise of the powers conferred by Section 39 of the Industrial Disputes Act, 1947, the Central Government hereby directs that all the powers exercised by it under the Act and the rules made thereunder shall, in relation to all the Central Public Sector undertakings and their subsidiaries,

corporation and autonomous bodies specified in schedule annexed to its notification be also exercised by the State Governments subject to the condition that the Central Government shall exercise all the powers under the said Act and Rules made thereunder as and when it considers necessary to do so. Thus, the appropriate Government under Section 39 of the Industrial Dispute Act, 1947 have been delegated to all the State Governments.

Hence, it is held that the Employer has failed to prove that the present order of reference is bad-in-law in view of the reasons stated in para 2(a) and 2(b) of its Written Statement. The Issue No. 6 is therefore answered in the negative.

In view of above, I pass the following order.

#### ORDER

1. It is held that the action of M/s. Goa Shipyard Private Limited, Vasco-da-Gama, Goa in dismissing its Workman namely, Shri Menino Estibero, Mazdoor, w.e.f. 22-01-2005 is illegal and unjustified.
2. It is held that the Employer M/s. Goa Shipyard Private Limited, Vasco-da-Gama, Goa shall pay to the Workman Shri Menino Estibero a of Rs. 5,00,000/- (Rupees Five lakhs only) within a period of one month from the date of publication of the present Award, failing which it shall carry an interest 9% p.a.
3. Inform the Government accordingly.

Sd/-

(Suresh N. Narulkar)  
Presiding Officer,  
Labour Court-II.

Department of Official Language  
Directorate of Official Language

#### Order

No. 4/71/2022/DOL/Admn./Upgradation Post/04

The Government of Goa is pleased to upgrade the post of Assistant Director (Konkani) presently held by incumbent in Level-7 to Level-10 as Deputy Director (Official Language), Group 'A', Gazetted w.e.f. 01-03-2023 till the incumbent vacates the post on attaining superannuation, thereafter, the post of

Assistant Director (Konkani) shall be filled as per the prevailing Recruitment Rules.

Consequent upon the same, Shri Anil H. Sawant, Assistant Director (Konkani), the present incumbent is hereby designated as Deputy Director (Official Language) from Pay Level-7 to Pay Level-10 in Directorate of Official Language.

This issues with approval and concurrence of Finance (Rev. & Cont.) Department vide their U.O. No. 88759 dated 19-01-2023 and the Council of Ministers in its XVIIth meeting held on 21-02-2023.

The expenditure for the above post shall be debited to the Budget Head 2070-Other Administrative Services, 119-Official Language, 01-Department of Official Language (Non-Plan), 01-Salaries.

This supersedes Order No. 4/71/2022/DOL/Admn./Upgradation Post/939 dated 28-02-2023.

By order and in the name of the Governor of Goa.

Raju V. Gawas, Director (Official Language) & ex officio Joint Secretary.

Panaji, 3rd April, 2023.

Department of Personnel

#### Order

No. 15/11/2022-PER/1020

On the recommendation of the Goa Public Service Commission as conveyed vide its letter No. COM/II/12/42(2)/2013/528 dated 20-03-2023, the Governor of Goa is pleased to declare Shri Laximikant R. Dessai, Officer in the cadre of Mamlatdar/Joint Mamlatdar/Vigilance Officer to have satisfactorily completed his probation period in the cadre/grade with effect from 16-11-2022.

By order and in the name of the Governor of Goa.

Eshant V. Sawant, Under Secretary (Personnel-I).  
Porvorim, 6th April, 2023.

**Notification**

No. 15/7/2003-PER (Part-I)/985

In accordance with the Recruitment Rules for the cadre of Mamlatdar read with the Goa Departmental Examination for the Officers in the Cadre of Mamlatdars/Joint Mamlatdars/Assistant Director of Civil Supplies Rules, notified under Notification No. 15/50/87-PER-Part I dated 12-12-1997 and published in the Official Gazette, Series I No. 44 dated 29-1-1998, the schedule for the Departmental Examination shall be as under:-

Date of Examination	Morning Session 10 a.m. to 1.00 p.m.	Evening Session 2.15 p.m. to 5.15 p.m.	Venue
27-04-2023	Paper (I)	Paper (II)	Goa Public Service Commission, Panaji-Goa.
28-04-2023	Paper (III)	Paper (IV)	
05-05-2023	Paper (V)	Paper (VI) (2.00 p.m. to 5.00 p.m.)	GIPARD, Ella Farm, Old Goa.

The syllabus for the said examination shall be as per the Goa Departmental Examination for the Officers in the Cadre of Mamlatdar/Joint Mamlatdar/Assistant Director of Civil Supplies (Second Amendment) Rules, 2019 notified under Notification No. 15/18/2003-PER (Part-I)/3855 dated 17-12-2019 and published in the Official Gazette, Series I No. 40 dated 02-01-2020 and the Goa Departmental Examination for the Officers in the Cadre of Mamlatdar/Joint Mamlatdar/Assistant Director of Civil Supplies (Third Amendment), Rules, 2020 published in the Official Gazette, Series I No. 46 dated 20-02-2020.

The following Officers in the above Cadre shall appear for the examination in paper mentioned against his name on the above mentioned date, time and venue:

Sr. No.	Name of Officers	Papers
1.	Shri Nathan Leonard Afonso	Paper- I, II, III, IV, V & VI.
2.	Shri Rajesh G. Sakhalkar	Paper- V.
3.	Smt. Apurva D. Karpe	Paper- V.
4.	Shri Rosario Carvalho (ST)	Paper- V & VI.
5.	Smt. Jennifer Fernandes e Arez	Paper- II & III.
6.	Smt. Seema S. S. Gudekar	Paper- I, II, V & VI.
7.	Shri Saiesh S. Naik	Paper- V & VI.
8.	Shri Krishna S. Gauns	Paper- I, V & VI.
9.	Shri Ranjeet R. Salgaonkar	Paper- I & V.
10.	Smt. Janavi Jeetendra Kalekar (ST)	Paper- V.

By order and in the name of the Governor of Goa.

*Eshant V. Sawant*, Under Secretary (Personnel-I).

Porvorim, 5th April, 2023.

**Department of Planning**

Directorate of Planning, Statistics & Evaluation

**Order**

No. DPSE/I/ADMN/Filling-Prom.RA/2022-23/22

On recommendation of the Goa Public Service Commission, as communicated vide their letter No. COM/II/11/38(1)/2020/527 dated 20-03-2023, Government is pleased to promote the following Statistical Assistants



of the Common Statistical Cadre to the post of Research Assistant in Group 'B' in the pay scale of Level 6 (35400-112400) as per VIIth Pay Commission with immediate effect.

Sr. No.	Name of the officials	Present place of posting	Place of posting against the vacant post/holding additional charge
1	2	3	4
1.	Shri Shivanand S. Alornecar	DPSE, Planning Division, Porvorim-Goa	DPSE, Porvorim-Goa, against the vacant post of Shri Chandresh M. Gaonkar, Research Assistant, promoted.
2.	Smt. Supriya Henriques	Directorate of Women & Child Development, Panaji-Goa	DPSE, Porvorim-Goa, against the vacant post of Shri Sajjan A. Fatarpekar, Research Assistant, promoted.
3.	Smt. Ruth Rodrigues	Office of the Collector, Collectorate South, Margao-Goa	Office of the Commissioner, Labour and Employment, Panaji-Goa against the vacant post of Smt. Deepashri Naik, Research Assistant, retired and shall hold additional charge of Research Assistant at the Office of the Collector, Collectorate, North Goa until further orders.
4.	Smt. Sheetal P. Naik	Directorate of Health Services, HIB Section, Campal, Panaji-Goa	Directorate of Fisheries, Panaji-Goa against the vacant post of Shri Sudesh Volvoikar, Research Assistant, retired and shall hold additional charge of Research Assistant at Directorate of Panchayat, Panaji-Goa until further orders.

1. The Officials at Sr. No. 1, 2 & 3 promoted on regular basis will be on probation for a period of 02 years from the date of their joining.
2. The Official at Sr. No. 4 will be on officiating basis against the ST vacancy till eligible ST Official is found by the Department and will not be on probation period.
3. The Officials shall exercise their option to fix pay in terms of F. R. 22(I)(a)(1) within one month from the date of promotion, if desire/applicable.
4. The Officials above at Sr. No. 3 & 4 shall attend their duties at the office of the Collector, North Goa and Directorate of Panchayat, Panaji respectively on every Tuesday and Thursday.
5. This issues with the Government approval vide U.O. 358 dated 04-04-2023.
6. The Officials are required to submit a copy of the joining report to this Department for Office record.

By order and in the name of the Governor of Goa.

Vijay B. Saxena, Director & ex officio Jt. Secretary (Planning).

Porvorim, 5th April, 2023.



Department of Power  
Office of the Chief Electrical Engineer

Order

No. CEE/Estt-31-25-88/GPSC/Part/4070

On the recommendation of the Departmental Promotion Committee as conveyed by the Goa Public Service Commission vide letter No. COM/II/11/16(1)/2023/534 dated 27-03-2023, the Government is pleased to promote the Assistant Engineer (Elect.) at Sr. No. 1 to the post of Executive Engineer (Elect.), Group 'A'

Gazetted in the Pay Matrix Level 11 on regular basis with immediate effect, whereas the officer at Sr. No. 2 is promoted to the post of Executive Engineer (Elect.), Group 'A' Gazetted in the Pay Matrix Level 11 on regular basis w.e.f. 01-04-2023.

The officers are posted at the places shown below against their names, until further orders.

Sr. No.	Name of the Officer	Place of posting on promotion
1	2	3
1.	Shri Charles P. Fernandes	Executive Engineer (Elect.), Division XVI, Margao.

1	2	3
2.	Shri Sudan D. S. Kunkolkar	Executive Engineer (EHV), O/o the Chief Electrical Engineer, Electricity Department, Panaji.

2. The promotee Officers shall be on probation for a period of two years. They should exercise an option for fixation of pay under F.R.-22(1) (a) (i) within one month from the date of promotion.

3. This issues with the approval of the Government vide Inward No. 1316 dated 30-03-2023.

By order and in the name of the Governor of Goa.

*Stephen Fernandes*, Chief Electrical Engineer & ex officio Addl. Secretary.

Panaji, 31st March, 2023.

### Department of Revenue

#### Order

No. 30/01/2005-RD-I/4757

The Government of Goa is pleased to designate the following additional officers of the Collectorate of South Goa District as Public Information Officers/Assistant Public Information Officers and the Appellant Authority as required under Section 5 of Right to Information Act, 2005, with immediate effect.

Sr. No.	Name of the Department Offices/Section	Public Information Officer & designation	Assistant Public Information Officer & designation	First Appellate Authority & designation
1	2	3	4	5
1.	Confidential & Vigilance Section	Superintendent of Establishment Section	UDC (C.A.)	Dy. Collector (DRO).
2.	Office of Additional Collector-I, Section	Superintendent of Establishment Section	Jr. Steno of AC-I Section	Dy. Collector (DRO).
3.	Office of Additional Collector-II, Section	Superintendent of Establishment Section	Jr. Steno of AC-II Section	Dy. Collector South-I.
4.	Office of Additional Collector-III, Section	Awal Karkun of Land Acquisition Section	Jr. Steno of Land Acquisition Section	Dy. Collector South-I.
5.	Establishment Section (EST)	Superintendent of Establishment Section	Head Clerk of EST Section	Dy. Collector (DRO).
6.	Disaster Mangement Section (DMC)	Awal Karkun of DMC Section	UDC of DMC Section	Dy. Collector South-I.
7.	Election Section (ELN)	Awal Karkun of ELN Section	UDC of ELN Section	Dy. Collector South-I.
8.	MPLAD Section	Accountant	UDC of MPLAD Section	Assistant Account Officer.
9.	Magisterial Section (MAG)	Head Clerk of MAG Section	UDC of MAG Section	Dy. Collector (DRO).
10.	Land Acquisition (LA)	Awal Karkun of Land Acquisition Section	Jr. Steno of Land Acquisition Section	Dy. Collector (LA).
11.	Civil Administration Section (CAB)	Head Clerk of CAB Section	UDC of CAB Section	Dy. Collector (LA).

1	2	3	4	5
12.	Revenue Section including CRZ matter (REV)	Superintendent of Revenue Section	Head Clerk of Revenue Section	Dy. Collector (REV).
13.	Accounts Section	Accountant	UDC of Accounts Section	Assistant Accounts Officer.
14.	DRO Section	Head Clerk of DRO Section	DEO/Jr. Steno of DRO Section	Dy. Collector (DRO).
15.	Judicial Section	Mamlatdar in Collectorate-II	Jr. Steno of Judicial Section	Dy. Collector (REV).
16.	Conversion Cell	Superintendent of Revenue Section	UDC of C-Cell	Dy. Collector (REV).
17.	Flying Squard	Field Surveyor of Dy. Collector South-I	LDC of Dy. Collector South-I	Dy. Collector South-I.
18.	Office of Additional Collector-III, Ponda	Awal Karkun of Additional Collector-III Section	Jr. Steno of Additional Collector-III, Section	Additional Collector-III, Ponda.
19.	Office of Dy. Collector & SDO-I, Salcete	Awal Karkun	Head Clerk of O/o SDM-I, Salcete	Dy. Collector & SDM/ /SDO-I, Salcete.
20.	Office of Dy. Collector & SDO-II, Salcete	Awal Karkun	Upper Division Clerk of O/o SDM-II, Salcete	Dy. Collector & SDM/ /SDO-II, Salcete.
21.	Office of Dy. Collector & Mormugao	Awal Karkun	Head Clerk of O/o SDM, Mormugao	Dy. Collector & SDM/ /SDO, Mormugao.
22.	Office of Dy. Collector & Canacona	Awal Karkun	Head Clerk of O/o SDM, Canacona	Dy. Collector & SDM/ /SDO, Canacona.
23.	Office of Dy. Collector & Quepem	Awal Karkun	Head Clerk of O/o SDM, Quepem	Dy. Collector & SDM/ /SDO, Quepem.
24.	Office of Dy. Collector & Sanguem	Awal Karkun	Head Clerk of O/o SDM, Sanguem	Dy. Collector & SDM/ /SDO, Sanguem.
25.	Office of Dy. Collector & Dharbandora	Awal Karkun	Head Clerk of O/o SDM, Dharbandora	Dy. Collector & SDM/ /SDO, Dharbandora.
26.	Office of Dy. Collector & Ponda	Awal Karkun	Head Clerk of O/o SDM, Ponda	Dy. Collector & SDM/ /SDO, Ponda.
27.	Office of Mamlatdar of Salcete	Awal Karkun	Head Clerk of Mamlatdar, Salcete	Mamlatdar of Salcete.
28.	Office of Mamlatdar of Mormugao	Awal Karkun	Head Clerk of Mamlatdar, Mormugao	Mamlatdar of Mormugao.
29.	Office of Mamlatdar of Canacona	Awal Karkun	Head Clerk of Mamlatdar, Canacona	Mamlatdar of Canacona.
30.	Office of Mamlatdar of Quepem	Awal Karkun	Head Clerk of Mamlatdar, Quepem	Mamlatdar of Quepem.
31.	Office of Mamlatdar of Sanguem	Awal Karkun	Head Clerk of Mamlatdar, Sanguem	Mamlatdar of Sanguem.
32.	Office of Mamlatdar of Dharbandora	Awal Karkun	Head Clerk of Mamlatdar, Dharbandora	Mamlatdar of Dharbandora.

1	2	3	4	5
33.	Office of Mamlatdar of Ponda	Awal Karkun	Head Clerk of Mamlatdar, Ponda	Mamlatdar of Ponda.
34.	Office of Administrator of Comunidade, South Zone, Margao	Secretary	Clerk	Administrator of Comunidade.

The above order supersedes the earlier orders.

*Sapna S. N. Bandodkar*, Under Secretary (Rev.-II).

Porvorim, 27th March, 2023.



Department of Water Resources  
Office of the Chief Engineer

**Order**

No. 22-1-81/CE-WR/Adm.II/05

Government is pleased to engage the services of Shri Richard D'Souza, Ex-Principal Chief Conservator of Forest as an Advisor to the Water Resources Department on the subject matter of Forest, Wildlife and related forest matters for Mhadei River Water Dispute. For the said service rendered, he shall be paid honorarium of Rs. 10,000/- per sitting for conference with Advocate General and other experts and Rs. 5000/- as consultancy fees for advice. He shall also be eligible for T.A./D.A. and halting allowances as eligible for HOD of the Department for outstation engagement.

By order and in the name of the Governor of Goa.

*P. B. Badami*, Chief Engineer (W. R.) & ex officio Addl. Secretary.

Porvorim, 4th April, 2023.

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